

AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
MADISON PROFESSIONAL
POLICE OFFICERS ASSOCIATION

FOR THE PERIOD
JANUARY 1, 2018 TO DECEMBER 31, 2021

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2018-2021 AGREEMENT

CITY OF MADISON AND
MADISON PROFESSIONAL POLICE OFFICERS ASSOCIATION (MPPOA)

PREAMBLE

THIS AGREEMENT, made and entered into at Madison, Wisconsin, by and between the City of Madison, a municipal corporation, as a municipal employer, hereinafter referred to as the "City," and the Madison Professional Police Officer's Association, as the representative of certain employees who are employed by the City of Madison in the Police Department, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Union and the City understand that building trust in the workplace is a joint responsibility of the parties. The Union and the City also recognize their common obligation to work together to solve our mutual problems, understanding that cooperation and collaboration between management, the Union, City officials and citizens results in the best services provided to the citizens of Madison. The City and the Union further recognize that without the expressed cooperation and commitment of front line employees, the quality of service suffers and that confrontation does not drive solutions that are in the best long-term interests of citizens, the City and City employees; and,

WHEREAS, in the interests of the public, the Union and the City, the parties agree to work together in joint labor-management committees to improve the delivery of services to the citizens, solve problems, which may arise in the workplace and confer on other issues of concern to either party. The parties agree that open and regular communication between labor, management, City officials and citizens is an essential element in maintaining an atmosphere of trust in the department and continuing to provide the high quality of service for which the department is known and which our citizens expect. Further, the parties agree that they will communicate regularly on all issues of concern to either party, both through joint committees and any other avenues which may be established; and,

WHEREAS, both of the parties to this Contract are desirous of reaching an amicable understanding with respect to the employer/employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment; and,

WHEREAS, the parties do hereby acknowledge that this Contract is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto; and,

WHEREAS, it is intended that the following contract, implemented pursuant to the provisions of Section 111.70 Wisconsin Statutes, shall be consistent with that legislative authority which devolves upon the Common Council of the City of Madison, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Police and Fire Commission and the Chief of Police, and compensation provided for under appropriate Municipal Budget Law of the Wisconsin Statutes; and,

WHEREAS, it is intended by the provisions of this Contract that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is not expressly provided for respectively either by: State Statutes, Ordinances and Resolutions of the City of Madison except as expressly limited herein; and,

WHEREAS, it is intended by the parties hereto that the employer/employee relationship which exists now and has heretofore existed by and between the City and the members of the Union, who are employed by the City, shall continue to be the same in the event this contract is terminated or by virtue of its terms becomes terminated.

ARTICLE I CONSIDERATION

- A. Consideration: The consideration for the execution of this binding Contract is the covenants mutually expressed herein and arrived at by the parties hereto.
- B. Agreement on Behalf of the Union: The Union hereby and herewith covenants, agrees, and represents to City that the Union is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Contract as herein set forth. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.
- C. Agreement on Behalf of City: The City hereby and herewith covenants, agrees, and represents to the Union that City, under the express limitations of this Contract, is duly authorized and empowered to contract for and on behalf of City and for itself represents that it will faithfully and diligently abide by and strictly be bound to all of the provisions of this Contract as herein set forth.
- D. Non-Discrimination: The City and the Union agree not to discriminate against any employee for any reason prohibited by applicable City, State and/or Federal laws. The City and the Union agree that any dispute related to the interpretation or application of the various statutes shall be resolved in accordance with the statutory dispute resolution procedures. Whenever a personal pronoun is referred to in this Agreement, the intent is to apply to either sex.
- E. No Verbal Statement: The following constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- F. Conflicting Ordinances and Resolutions: The terms and conditions of this Contract shall supersede ordinances and resolutions wherein there is a conflict with the terms of this Contract.
- G. Compliance with Terms: It is agreed that all expenditures or compensation to be paid employees in accordance with this Contract must first meet the requirements and procedures required by law under the provisions of the Wisconsin Statutes and the Madison General Ordinances.

H. Extra Territorial Police Duty:

1. Whenever members of the Union are required to perform police duties outside of the territorial limits of the City, the provisions of Wisconsin law shall apply.
2. Whenever the City contemplates a contractual agreement with a third party for police services utilizing members of the Union and such police services are not subject to the provisions of paragraph (I) above, the terms of any such agreement involving wages, hours of work and conditions of employment shall be subject to negotiations with the City of Madison.

I. Special Duty: The President of the Union shall recommend to the Chief of Police at the beginning of each year the hourly rate of pay for special duty arranged through the Department. The rate of pay shall be subject to the approval of the Chief of Police.

1. All requests for Special Duty Officers shall be subject to the following provisions:
 - a. Payment for all such services shall be through City Payroll with appropriate benefits and an administrative fee of 4%.
 - b. All such duty shall be strictly voluntary.
 - c. The City shall continue to encourage the use of City Police Officers to provide services in conjunction with any event requiring a city permit. When traffic direction is necessary, the use of City Police Officers will help ensure that coordination occurs with other city agencies and that total community needs are considered.
2. Officers working Special Duty pursuant to this section, which because of their complexity require significant department planning and/or supervision, shall be subject to the regular contractual rates.
3. When officers are working at the Special Duty pay rate, no other officers who are working at regular contractual rates may be assigned to that Special Duty employment. This would not apply to unanticipated emergencies requiring the short-term response of other on-duty officers and/or supervisors or to incidental work of officers assigned to the area.
4. Except as in 3., above, if the Madison Police Department assumes immediate direction and control of officers on Special Duty, regular contractual hourly rates, including overtime if applicable, will apply to the work of such officers, following assumption of direction and control of the Department.
5. Officers who are required to work beyond the hours set by the Special Duty employer, as a result of law enforcement action taken during those hours, will be compensated at the applicable hourly rate as specified in the contract, including overtime, if the work is authorized by the Department.

For example, an Officer is working a Special Duty assignment prior to the start of their regular shift. Their shift is to start at 10:00 p.m. The Special Duty Assignment was from 6:00 p.m. to 9:00 p.m. An incident takes place where they continue to work (and the work has been authorized by the Department) on the incident until 1:00 a.m. The officer would receive time-and one-half (1-1/2) of

their regular hourly rate of pay for the time between 9:00 p.m. and 10:00 p.m. They would receive their regular straight time pay for working during their scheduled shift on this incident from 10:00 p.m. until completion at 1:00 a.m., when they resume their daily assignment. If the same fact situation occurs on a regular day off, while working this special duty assignment the officer would receive time-and one-half (1-1/2) of their regular hourly rate of pay for the time worked from 9:00 p.m. until 1:00 a.m.

6. Any officer assigned on any basis less than the full school year to perform ERO duties within any of the District's high schools shall be compensated at the rate of the assigned officers' regular rate of pay pursuant to the agreement, including any premium pay provisions therein, including but not limited by enumeration, to the following: shift premium, overtime, holiday, or any other additional pay authorized by the agreement. Such replacement employment shall not be performed pursuant to the Special Duty provisions of Article I,1. of the agreement.

No special duty assignments for those filling-in for ERO.

7. Officers scheduled to work a special duty assignment shall allow adequate time to arrive at their special duty assignment on time after completing their regular work shift or another special duty assignment. Officers working a special duty assignment prior to the start of a regular work shift must allow adequate time to complete their scheduled special duty assignment and arrive for work on time.

J. Special Duty at the Overture Center:

1. When sworn Law Enforcement Officers are requested for Special Duty by the Overture Center, such officers shall be members of the City of Madison Police Department who will report to Civic Center management for assignment.
2. Payment for such services shall be through City Payroll with appropriate benefits, at the same hourly rate of pay as established under Article I, Section I (Special Duty).
3. All such duty shall be strictly voluntary.
4. Provisions listed under Article I, Section I, Para. 2, 3, 4, & 5 will also apply to work being performed for the Overture Center.

K. Special Duty at the Monona Terrace Convention Center:

1. When sworn Law Enforcement Officers are requested for Special Duty by the Monona Terrace Convention Center, such officers shall be members of the City of Madison Police Department who will report to Monona Terrace Convention Center management for assignment.
2. Payment for such services shall be through City Payroll with appropriate benefits, at the same hourly rate of pay as established under Article I, Section I (Special Duty).

3. All such duty shall be strictly voluntary.
4. Provisions listed under Article I, Section I, Para. 2, 3, 4, & 5 will also apply to work being performed for the Monona Terrace Convention Center.

L. Special Duty at the Warner Park Community Center:

1. When sworn Law Enforcement Officers are requested for Special Duty by the Warner Park Community Center, such officers shall be members of the City of Madison Police Department who will report to Warner Park Community Center management for assignment.
2. Payment for such services shall be through City Payroll with appropriate benefits, at the same hourly rate of pay as established under Article I, Section I (Special Duty).
3. All such duty shall be strictly voluntary.
4. Provisions listed under Article I, Section I, Para. 2, 3, 4, & 5 will also apply to work being performed for the Warner Park Community Center.

ARTICLE II NEGOTIATIONS

- A. Negotiations: Either party to this Contract may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.
- B. Timetable: Conferences and negotiations shall be carried on by the parties hereto in 2018-2021 as follows:

Submission of written proposals shall be made on a simultaneous basis by both parties, and negotiating meetings shall commence on or before the May 1 preceding the expiration date of this Agreement.

ARTICLE III RECOGNITION

- A. Recognition: The City recognizes the Madison Professional Police Officer's Association as the exclusive collective bargaining agent for the position classifications of Police Officer, Investigator, Detective, and Sergeant for the purpose of engaging in conferences and negotiations with respect to wages, hours and conditions of employment.
- B. Unit of Representation: In the event new positions not now covered by the Recognition provisions of this Contract are created by the City through action of the Common Council, and said positions would be embraced within the bargaining unit, provided the parties agree that the new positions should be embraced within the bargaining unit, then the employees appointed to such positions shall be deemed part of such bargaining unit,

and shall be represented by the Union and they shall also be covered by Contract between the Union and the City.

ARTICLE IV UNION ACTIVITIES

- A. Union Negotiating Committee: Six representatives from the Union shall be paid regular salary for time spent in negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday.

The names of the duly chosen representatives of the bargaining unit shall be submitted to the Employee & Labor Relations Manager and Police Chief sufficiently in advance of regularly scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

Union representatives shall be granted time off without pay to attend City meetings pertaining to the welfare of members of the Union, provided those representatives shall be limited to six (6) members and that 24 hours' advance notice is given to the Chief of Police.

- B. Limitations Upon Union Activity: No Union member or officer shall conduct any Union business on City time except as specified in this Contract or as authorized by the proper department head, except that members of the Board of Directors of the MPPOA may be approached by a member during duty hours for the purpose of apprising him/her of an existing or potential problem related to the application of this Contract. Such communications on duty time shall be limited to only that time necessary to inform the Board Member of the issue. If the Board Member believes the matter is of such a critical nature so as to demand additional immediate attention, he/she shall first apprise his/her commanding officer of the situation and request permission to immediately follow up on the matter. Such requests will be granted when Departmental operational functions can accommodate a temporary diversion from a work assignment to foster overall work harmony.

- C. Bulletin Boards: The City shall provide bulletin board space for Union use in areas authorized by the City. Material posted thereon shall be the responsibility of the Union and shall relate only to Union meetings, elections, social events, reports of Committees or the Union Board of Directors and decisions affecting the Union or employees in the bargaining unit.

Materials placed on the bulletin board shall not contain anything political or controversial, or anything reflecting upon the City, any of its employees or officers, or any labor organization among its employees, and no material, notices or announcements, which violate the provisions of this section, shall be posted.

The Department will post seminar announcements, which are available for the general membership of the Union. Interested employees may apply for consideration for such seminars through their Commanding Officer.

- D. Dues Deductions: The City agrees to deduct regular Union biweekly membership dues and initiation fees in an amount certified to be current by the Treasurer of the Union from

the wages of those members of the Union who individually request in writing that such deductions be made.

The City agrees to deduct a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the dues uniformly required of all members of the unit as certified by the Officers of the Union. Such deductions shall be made from the employee's pay period in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions. In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period. The provisions of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission as specified by State Statute 111.70(2) entitled, "Rights of Municipal Employees." The provisions of that paragraph shall be implemented upon submission of written notice to the Employee & Labor Relations Manager by the Union.

The termination notice must be given both to the City and to the Union. If either the City or Union receive notice from an employee revoking consent for dues deduction, such notice will be forwarded to the other party within two weeks of receipt of the notice. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

- E. Notwithstanding Article IV(A) Paragraph 3 above, the City may provide for the President of the Union or their designee to attend meetings agreed to by the City, during regularly scheduled on-duty hours, which pertain to issues of mutual concern.

ARTICLE V EMPLOYER RIGHTS

- A. The rights and responsibilities of the City as the "Employer" shall include, but are not limited to, the following:
1. To hire, promote, transfer, assign and utilize employees.
 2. To suspend, discipline, demote, discharge or lay off employees in accordance with the provisions of Wisconsin Statutes Sec. 62.13. Prior to any reduction in force, the parties agree to meet and discuss potential workforce reductions.
 3. To determine work standards; the quality and quantity of work performed by employees and to determine whether employees meet said standards.
 4. To establish departmental policies, rules, regulations and procedures. Whenever reasonably practicable, the City agrees to furnish the designated representative of the Union with a copy of newly established or amended policies, regulations and procedures, which are applicable to Union members at least ten (10) calendar days prior to their effective date.
 5. To establish work schedules and to assign overtime work.

6. To establish and utilize methods, processes and technology by which departmental work is to be performed.
 7. To determine the number of personnel to be employed.
 8. To operate and administer facilities, equipment and operations.
 9. To establish, expand, transfer, consolidate or terminate functions, programs and operations.
 10. To contract and subcontract matters relating to departmental operations.
 11. To transfer any governmental operation to another unit of government. Such transfer shall not require any prior negotiations or the consent of the Union and furthermore, upon transfer, all agreements are terminated including this Contract as pertains to personnel of the department affected by the transfer.
 12. To determine the organizational structure.
- B. The rights and authority, which the City has not officially abridged, delegated or modified by the terms of this Contract are retained by the City.

ARTICLE VI GRIEVANCE PROCEDURE

- A. Definition: A grievance shall be defined as a dispute or disagreement as to the interpretation, application or enforcement of any term(s) specifically expressed in this Contract.
- B. General Provisions:
1. Class grievances involving the general interpretation, application or enforcement of the terms of this Contract may be initiated by the Union at Step Three of the grievance procedure.
 2. All grievances must be filed within thirty (30) calendar days of knowledge of the act giving rise to the grievance and in no case later than ninety (90) calendar days from the date of occurrence of such act(s).
 3. The City shall recognize two (2) Union grievance representatives. The employee and/or Union representatives may process the grievance without loss of pay if it is necessary to process the grievance during their regular working hours, provided the commanding officer is apprised of the situation and provided the departmental operational functions can accommodate a temporary diversion from a work assignment to foster overall work harmony.
 4. Decisions made at any level below that of the Chief shall not be interpreted as setting a precedent, and the Chief reserves the right to take official action without prejudice, based on his/her own findings in each grievance.

5. Items exempt from consideration for processing under this grievance procedure shall include, but not necessarily be limited to the following: all disciplinary matters involving the Police and Fire Commission.
6. The filing of a grievance concerning Article XX Promotional Procedures and/or Article XXI Discipline shall preclude the employee(s) and/or Union from seeking other remedy from any other governmental agency or tribunal. If an employee(s) and/or Union have sought a remedy from another governmental agency or tribunal, they shall be precluded from filing a grievance under the provisions of this Article.
7. Departure from the steps of the grievance procedure or the time limits in each step may be made by mutual written agreement of the City and the employee and/or grievance representatives. If the City does not answer a grievance or appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

C. Steps of the Grievance Procedure:

- Step One: An employee's grievance or those grievances submitted by the Union shall be made in writing to the employee's immediate management supervisor with a copy submitted to the Employee & Labor Relations Manager. The written grievance shall set forth the nature of the grievance, the fact(s) upon which it is based, the provision(s) of the Agreement allegedly violated and the relief requested. The employee's immediate management supervisor or his/her designated representative shall submit a written reply giving the reason(s) for his/her determination to the employee(s) and/or grievance representative within ten (10) calendar days after the receipt of the written grievance.
- Step Two: The grievance shall be considered settled on the basis of the City's answer at Step One unless within ten (10) calendar days after the management supervisor's written answer in Step One, the grievance is again reduced to writing and submitted to the next higher level of management supervisor. The management supervisor or his/her designated representative shall submit a written reply giving the reason for his/her determination to the employee and/or grievance representatives within ten (10) calendar days after receipt of the written grievance.
- Step Three: The grievance shall be considered settled on the basis of the City's answer at Step Two unless within ten (10) calendar days after the management supervisor's written answer on Step Two, the grievance is again reduced to writing and presented to the Chief of Police. The Chief of Police or his/her designated representative shall give a written answer, giving the reasons for his/her determination to the grievance within ten (10) calendar days of receipt of the written grievance.
- Step Four: If both parties, having exhausted the grievance procedure herein, cannot settle a grievance, the Union and/or City may submit the issue(s) in

dispute to an arbitrator by filing a request within fifteen (15) calendar days after the Chief of Police or his/her representative's answer in Step Three. A copy of said request shall be forwarded to the Employee & Labor Relations Manager. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) calendar days after referral of such matter to arbitration, then the parties shall request provision of a panel of five (5) arbitrators, by the Wisconsin Employment Relations Commission, with the parties to alternately eliminate names until an arbitrator has been selected. The flip of a coin shall decide which party is to eliminate the first name.

- D. Duties of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Contract. He shall consider and decide only the specific issues submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning and application of the express terms of this Contract. The decision of the arbitrator shall be final and binding on both the City and the Union. No award of any arbitrator may be retroactive for a period greater than thirty (30) calendar days prior to the presentation of the grievance in Step One.
- E. Fees and Expenses: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If both parties request that a stenographic record of the hearing be made and transcripts provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the Arbitrator.

ARTICLE VII PROHIBITION OF STRIKES

The Union shall neither cause nor counsel its members, or any of them, to strike for any reason during the term of this Contract, nor shall it in any manner cause them directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the municipal employer for any reason during the term of this Contract. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Contract and shall render the Union subject to the penalties provided herein. In applying the provisions of this section, all of its terms used herein shall be given the meaning commonly understood in the community. The Union shall not be liable where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Union. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to penalties prescribed by law or departmental regulation.

Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately order in writing such members to return to work immediately, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the

City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the presentation of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike.

**ARTICLE VIII
PAY POLICY**

A. Salary Schedule:

There shall be a 2% increase to base wages effective the last pay period of December 2018; a 2.5% increase to base wages effective the first pay period of July 2019; a 3.25% wage increase to base wages effective the first pay period of 2020; and a 3.75% increase to base wages effective the first pay period of 2021.

Recently hired officers who will be in the “accelerated” training program will have a starting wage equivalent to the six (6) month level and proceed through the remaining salary steps as outlined in the contract.

BIWEEKLY BASE RATE SALARY SCHEDULE

CG 11	Start	6 mos.	18 mos.	30 mos.	42 mos.
RANGE 01	1	2	3	4	5
LPP 2018	1,977.81	2,199.18	2,256.83	2,323.72	2,397.11
PPI 7/1/2019	2,027.26	2,254.16	2,313.25	2,381.81	2,457.04
FPP 2020	2,093.15	2,327.42	2,388.43	2,459.22	2,536.89
FPP 2021	2,171.64	2,414.70	2,478.00	2,551.44	2,632.02

POLICE OFFICER

CG 11					
RANGE 02	1				
LPP 2018	2,516.94				
PPI 7/1/2019	2,579.86				
FPP 2020	2,663.71				

INVESTIGATOR
DETECTIVE 1

CG 11					
RANGE 03	1				
LPP 2018	2,636.74				
PPI 7/1/2019	2,702.66				
FPP 2020	2,790.50				

SERGEANT

B. Overtime: Overtime shall be defined as any authorized work performed in excess of the employee’s regular eight (8) hour workday exclusive of the fifteen (15) minute early

report requirement, or any authorized work performed in excess of the employees' regular work schedule. Work performed under Article I, Section I (Special Duty) and Section J, Special Duty at the Overture Center, and Section K (Special Duty at the Monona Terrace Convention Center) shall not be included under the provisions of this paragraph. Scheduled overtime shall be assigned as equally as reasonably possible among the employees who normally perform the work within their assigned operational unit. For purposes of computing overtime compensation, overtime hours shall not be pyramided.

When overtime is being assigned, the amount of overtime (excluding special duty) earned in the calendar year will be considered; the employee having earned the least amount of overtime will be offered the overtime opportunity first. This does not apply if specialized skills, training or employees of a specific rank/position are needed for a particular overtime assignment, or if circumstances make consideration of prior overtime impractical. This process does not apply to making special duty assignments.

Patrol assigned personnel will have the first opportunity to be assigned to patrol overtime assignments.

1. Compensation for overtime shall be paid at the rate of time-and one-half (1-1/2) the employee's regular rate of pay. All grant-funded* overtime is at this rate of pay.
2. Compensation for each continuous hour worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the employee's regular rate of pay, except any overtime accrued due to grant-funded* activity, which is paid at time-and one-half (1-1/2). Any grant-funded* work performed before or after an employee's regular work shift will not be considered continuous service for the purposes of compensation.

*This does not apply to grant-funded work performed under grants managed and administrated by the Dane County Narcotics and Gang Task Force. Grant-funded work performed under Task Force grants (i.e., JAG, Byrne) will be compensated at the "overtime rate" allowed by contract, to include the rate of two times (2x) the employee's regular rate of pay for continuous work in excess of twelve (12) hours. Any officer performing work under Task Force grant-funding must meet the 24 hour drug training requirement and be approved by a Task Force supervisor.

3. Limitation on Compensatory Overtime:
 - a. At their option employees may elect to accrue compensatory leave in lieu of the overtime cash payments provided in Paragraph B of this Article up to a maximum accumulation of 180 hours.
 - b. At their option, employees may elect to convert eighty (80) hours of accrued compensatory leave per calendar year to cash based on the employee's regular hourly rate of pay.
 - c. All overtime hours in excess of the maximum accumulation shall be paid in cash in the pay period following such excess accumulation.

4. Whenever an off-duty officer initiates law enforcement action, the officer reverts to on-duty status and is compensated at time-and one-half (1-1/2) for the exact amount of time worked, subject to supervisory review. No minimums apply and there is no continuous service for purposes of compensation.

C. Shift Differentials and Undesirable Hours:

1. Employees regularly assigned to a shift falling between the hours of 6:00 a.m. and 6:00 p.m. shall be paid a shift differential of \$10.56 per biweekly pay period. After December 31, 2018, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
2. Employees regularly assigned to a shift falling between the hours of 10:30 a.m. and 8:30 p.m. shall be paid a shift differential of \$32.45 per biweekly pay period. After December 31, 2018, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
3. Employees regularly assigned to a shift falling between the hours of 1:00 p.m. and 1:00 a.m. shall be paid a shift differential of \$43.81 per biweekly pay period. After December 31, 2018, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
4. Employees regularly assigned to a shift falling between the hours of 6:00 p.m. and 5:00 a.m. shall be paid a shift differential of \$48.68 per biweekly pay period. After December 31, 2018, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
5. Employees regularly assigned to a shift falling between the hours of 10:00 p.m. to 7:00 a.m. shall be paid a shift differential of \$51.89 per biweekly pay period. After December 31, 2018, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
6. Employees regularly assigned to work more than one (1) shift during a biweekly pay period shall be paid a shift differential of \$48.68 per biweekly pay period, providing the starting times for the shifts differ by a minimum of three (3) hours. After December 31, 2018, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
7. Sunday Hours: Employees with shifts starting work on Sundays shall be paid an additional \$1.20 per hour. Persons called to work on Sundays for other than a complete shift will also receive an additional \$1.20 per hour. After December 31, 2018, and each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.

8. Saturday Hours: Employees with shifts starting work on Saturdays shall be paid an additional \$.55 per hour. Persons called to work on Saturdays for other than a complete shift will also receive an additional \$.55 per hour. After December 31, 2018, and each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest full five (5) cents.

Note: This subsection shall apply to all work normally recorded on the payroll as Sunday or Saturday work. It shall not apply to shifts, which begin on Friday and end on Saturday or begin on Saturday and end on Sunday, but it will apply to entire shifts, which begin on Saturday but may end on Sunday or begin on Sunday but may end on Monday.

9. Probationary Officer Shift Differential During Field Training: Both parties agree to pay all probationary police officers the same shift differential throughout their time in field training, to include any extensions of field training that may be required. This differential will be determined by taking the average of the current contractual shift differentials allowed in contract. The amount beginning the last PP of 2018 is \$37.48. After December 31, 2018, this shift differential shall be adjusted by the percentage of wage increase negotiated on the date of the effective wage increase.
10. Shift Differential for Downtown Safety Initiative: In addition to any appropriate overtime rate, employees working the Downtown Safety Initiative will be entitled to a shift differential of \$5.00 per hour for all hours worked beginning January 1, 2019.

Shift Differential Table for Future Years:

Differential #	LPP 2018	PPI Jul 1, 2019	FPP 2020	FPP 2021
Shift 1	10.56	10.82	11.18	11.59
Shift 2	32.45	33.26	34.34	35.63
Shift 3	43.81	44.91	46.37	48.11
Shift 4	48.68	49.89	51.52	53.45
Shift 5	51.89	53.19	54.92	56.98
Shift 6				
Probation Dif.	37.48	38.42	39.66	41.15
Sunday Dif	1.20	1.25	1.30	1.35
Sat Dif	0.55	0.55	0.55	0.55
Senior Dif	60.90	62.40	64.40	66.80

D. Holiday Work:

1. Employees performing authorized work on a day designated as a holiday by this Contract shall be compensated at a rate equal to two (2) times the employee's regular straight time rate for all hours worked. Such employees shall be afforded an opportunity to work a full shift.

2. Employees scheduled for duty on a Contract designated holiday as part of their regular workweek shall be charged holiday leave time for any part of the shift not worked.
3. In addition to the above, employees performing authorized work on a Contract designated holiday shall be granted a mutually agreeable day off as compensatory time, or at the employee's option, a day's pay at the regular straight time rate.

E. Call Back and Court Appearances:

1.
 - a. Employees, on an off-duty day, on vacation, or who are assigned to a shift starting at 8 p.m. or later, on a workday or off-duty, who are called back to duty or are ordered by the City or subpoenaed to give testimony about events arising out of their employment, shall be paid or compensated for a minimum of three (3) hours at the rate of time-and one-half (1-1/2) the employee's regular rate of pay.
 - b. Two hours of pay or compensatory time at the employee's discretion at the rate of time-and one-half (1-1/2) times the employee's regular rate of pay shall be paid to employees who are called back or ordered to work for Rhythm and Booms or comparable Independence Day celebrations if the City rescinds that order or call-back within twenty-four (24) hours of the time they were ordered or called-back to work.
2. Employees, on a duty day, except employees who are assigned to a shift starting at 8 p.m. or later, who are called back to duty or are ordered by the City or subpoenaed to give testimony about events arising out of their employment, shall be paid or compensated for a minimum of two (2) hours at the rate of time-and one-half (1-1/2) the employee's regular rate of pay, unless such work is scheduled less than fifty-nine (59) minutes of the employee's regular duty shift. Shift adjustments shall not be exercised in such a manner to avoid the payment of the premiums provided in this paragraph.

Both parties agree that the intended meaning of an employee's regular duty shift includes their normal work hours and any continuous work beyond their scheduled shift.

Both parties also agree that when a member volunteers to work a grant (including Task Force Grants) or Special Duty, they are not subject to continuous service pay even if the start time of these assignments begins less than 59 minutes of when the employee's regular duty shift ends.

- a. Court Appearance Cancellation: Two hours of pay or compensatory time at the rate of time-and one-half (1-1/2) times shall be paid to employees scheduled to appear in court if the employee is notified of a court appearance cancellation within twenty-four (24) hours of the scheduled court appearance time.
- b. Accrual of overtime under the provisions of E(1), above shall continue while the employee is required to be present in court outside of the employee's regular duty hours, and shall include the time during noon recess of the court.

3. An employee(s) shall not be eligible for the benefits provided in paragraphs (1) and (2) of this section if he/she makes:
 - a. Any appearance related to a labor dispute including but not limited to grievance arbitration and interest arbitration;
 - b. An appearance as a defendant against whom the Chief of Police has either taken disciplinary action or recommended disciplinary actions.
 4. Former employees who are subpoenaed or required to appear to give testimony in civil or criminal judicial proceedings about events arising from their employment, or who are required to appear to prepare for such testimony, shall be compensated at the rate of time-and one-half (1-1/2) the employee's regular rate of pay, but not less than three (3) hours of pay. The rate of pay is to be determined by the salary schedule in effect at the time of the employee's retirement.
 5. Employees who are off-duty and who are contacted by phone by the City regarding a work related issue, or by a prosecutor regarding testimony about events arising out of their employment, shall be compensated at time-and one-half (1-1/2) of the employee's rate of pay for any phone call that exceeds ten (10) minutes or more. No compensation will be provided for phone calls less than ten (10) minutes in duration and no other compensation minimums apply. Employees may be required to verify requests for compensation under this provision following prescribed Departmental procedures.
 6. **Emergency Call Back:** In the event an employee is called back to duty for an emergency situation: the employee acknowledges and accepts the request, but while in route the call is cancelled by the City prior to his/her arrival, the employee shall be compensated two (2) hours of pay or compensatory time at the employee's discretion at the rate of one and one-half (1 ½) times the employee's regular rate of pay. However, if a cancellation occurs within twenty (20) minutes of the initial emergency call, the employee will not be compensated.
- F. Shift Adjustment Premium: Employees shall be paid at the rate of time-and one-half (1-1/2) the employee's regular rate of pay for hours worked outside of their regularly assigned shift when said shift is temporarily adjusted in accordance with the provisions of Article IX (D).
- G. Vacation Leave Pay: Employees shall be permitted to receive a biweekly paycheck in advance of the normal biweekly payday provided that:
1. The employee requests to receive the advance biweekly paycheck no earlier than nineteen (19) days prior to the normal payday and no later than fourteen (14) days prior to the normal payday.
 2. The request to receive the advance biweekly paycheck is approved by the Department or Division Head.

3. The employee will be on paid vacation leave for five consecutive days, one of which shall be the normal biweekly payday and one of which shall be the day preceding the normal biweekly payday.
- H. Longevity Pay: All permanent full time employees shall receive longevity pay calculated to the nearest dollar, subject to the following schedule and terms and conditions:
1. Schedule:
 - a. Three (3%) percent of the base pay at the beginning of the fifth (5) year of continuous employment.
 - b. An additional 3% (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
 - c. An additional 2% (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
 - d. An additional 1% (total of 9%) of base pay at the beginning of the sixteenth (16) year of continuous employment.
 - e. An additional 1% (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.
 - f. An additional 1% (total of 11%) of base pay beginning with the twentieth (20) year of continuous employment.
 - g. An additional 1% (total of 12%) of base pay beginning with the twenty-fifth (25) year of continuous employment.
 2. Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
 3. For purposes of longevity pay, authorized leaves of absence without pay in excess of twelve (12) days, and any time spent on layoff status, shall not act to break the condition of continuous employment as it applies to this Article. Nor shall such time be considered employment in determining qualifications for the periods of employment set forth in Schedule 1 of H of this Article.
 4. All longevity provisions of this Section shall be made only in compliance with the existing rules of the City.
- I. Educational Incentive Pay:
1. The Education Incentive Program and Pay Plan for the Madison Police Department as set forth in the Memorandum of Understanding of July 13, 1995 (see Appendix 1) shall be considered as part of this agreement as though more fully set forth. Such education incentive program is negotiable and subject to the grievance procedure contained in Article VI.
 2. Effective December 26, 1976, the Police Education Incentive Program shall be amended to eliminate the annual in service training examination. However, the in service training examination will be retained and will be used as a part of employee evaluation.
 3. All employees hired prior to December 26, 1976 are hereby qualified and eligible following twenty-four (24) months of employment and shall be granted a

minimum of five (5) points. Incentive points based on qualification by annual written exam will be credited to each eligible employee based on the employee's highest exam grade of the past two (2) years. Furthermore, the Police Education Incentive Program shall be amended effective December 26, 1976 to provide that employees shall not be eligible to receive Education Incentive pay until the completion of forty-two (42) months of continuous employment as a commissioned member of the Police Department.

4. Reimbursement of Educational Expenses:

- a. Tuition reimbursements for all eligible members of the bargaining unit will be the prevailing per credit hour charges levied by the following institutions: University of Wisconsin-Madison, Edgewood College, Upper Iowa University, Concordia College, Bellevue University, Herzing College and Madison Area Technical College. In the event a unit member desires to attend any accredited (through a recognized accreditor by the US Department of Education) institution not set forth in the above list, tuition reimbursement for approved courses taken shall be at the discretion of the Police Chief. Reimbursement rates will be established annually using the prevailing rates for per credit hour charges in effect on January 1.
- b. Pre-approval shall be required prior to enrollment in courses for which an employee is intending to make application for tuition reimbursement and/or incentive points. The approval process is as follows:
 - 1) Employees must submit the tuition reimbursement form to the Chief by November 1 of the year preceding the year in which the employees intends to attend classes.
 - 2) The form should provide the name of the college that the employee will be enrolled in, the number of classes taken in the calendar year and the cost of each course of study, if you will be requesting tuition reimbursement.
 - 3) The Chief will review all outstanding requests and inform the affected employee by December 31.
- c. Tuition reimbursement for any college credits associated with a Master's Degree will not be allowed except if approved by the Police Chief and in a related field.
- d. Reimbursement for tuition expenses for graduate degree courses or undergraduate degree courses for members who already possess a Master's Degree or an undergraduate degree respectively will not be granted, except for those college courses approved by the Chief that are a prerequisite for acceptance into an approved Master's Degree Program.
- e. Employees seeking tuition reimbursement will be required to submit a copy of the final passing grade for each class and a receipt for payment of tuition or a bill for tuition if the institution offers a deferred payment option to the Department Budget Office upon completion of each class semester. To be eligible for educational incentive points, one must also submit a copy of all class transcripts (that include the total number of credits earned) to your Department payroll clerk. Reimbursement for books, interest, late fees, service charges or any fees not directly associated with a credited course will not be allowed.
- f. Incentive points for college credits or reimbursement for application costs for college credits that are awarded for the completion of the basic recruit

training program, for any component thereof or for any assigned on-duty in-service training will not be granted. Incentive points for the completion of those components associated with required basic recruit training or assigned on-duty in-service training will not be granted.

- g. Incentive points or reimbursement for application fees for college credits that are awarded for engaging in an individual's recreational, unsupervised, unmonitored pursuit such as bowling, weight lifting and jogging will not be granted.
- h. All members shall be required to submit for review papers required in conjunction with internships for which college credits are awarded.
- i. If any employee, who has received reimbursement of educational expenses, leaves the department in less than five (5) years of service, following receipt of such reimbursement, the employee will reimburse the City for the total amount of educational reimbursement that they have received. This shall not apply to employees who leave the department because they are eligible for Wisconsin Retirement Fund annuities, Social Security benefits, or other public employment fund annuities. It shall also not apply for employees who have received approval for educational expenses through the end of December, 1998.

- J. Early Reporting Time: The fifteen (15) minute daily early reporting period shall remain in effect. Employees shall be compensated at the rate of time-and one-half (1-1/2) for the early report period when worked. Such time credit shall be granted during in service training, military leave and special short-term assignments (two (2) weeks or less).

At their option, employees may elect to receive pay or compensatory time credit at the rate of time-and one-half (1-1/2) their regular rate of pay.

- K. Positions Filled in Temporary or Acting Capacity:

- 1. When members of this Union are assigned by the City to fill a position in a higher rank classification in an acting capacity, they shall be entitled to the salary pertaining thereto, but not less than fifteen dollars (\$15.00) per shift. This subsection shall not apply on those occasions when a sergeant is assigned to fill the Officer-In-Charge Position in an Acting Capacity.
- 2. When a sergeant works a minimum of one (1) hour or more as an Acting Officer-In-Charge, he/she shall be paid two dollars and twenty-five cents (\$2.25) per hour for all time worked in such capacity.

- L. Field Training:

- 1. When members of the Union are actively engaged in performing the duties of Field Training Officers, they shall be granted one (1) hour of straight pay for each eight (8) hours that a Field Training Officer has a probationary officer. This amount can be prorated for working a partial day. Field Training Officers assigned to pre-hire candidate ride-a-longs shall also be compensated as stated above.
- 2. When members of this Union are actively engaged in performing the duties of Detective Training or Investigator Training, they shall be granted one (1) day off,

with pay, for each of the designated Field Training Evaluation Periods in which they are involved.

3. When members of this Union are actively engaged in performing the duties of Field Training Supervisors, they shall be granted one (1) day off with pay for each of the designated Field Training Periods in which they are involved. Members assigned as Field Training Supervisors shall also receive one (1) additional eight (8) hour day of pay at straight time for monitoring and completing all necessary paperwork for all (regardless of how many) probationary officers, functioning in a solo patrol capacity, are assigned to them. Payment for these services will be on the last paycheck of each year and will be contingent upon the completion of monthly evaluations on time and turning these evaluations in to the Field Training Officer Coordinator, for all probationary officers assigned to them.
4. All days off with pay taken pursuant to this section shall be taken off at a mutually agreed time as decided by the affected member and the Chief of Police. Under no circumstances shall pay be granted in lieu of time off provided in this section.
5. All time earned pursuant to this section shall be taken/used by the end of the following year in which the time was earned at mutually agreed upon time as decided by the affected member and the Chief of Police or his/her designee.

M. Senior Patrol Officer, Detective, Sergeant, and Investigator Additional Pay:

1. The six (6) most senior patrol officers having ten (10) years in rank or more, on any shift starting between 12:00 p.m. and 5:59 p.m.; and the six (6) most senior patrol officers having ten (10) years in rank or more, on any shift starting between 6:00 p.m. and 1:00 a.m. shall, in addition to receiving shift differential premiums identified in Article VIII, C, be paid \$60.90 per pay period for working those shifts. After December 31, 2018, and each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.
2. The five (5) most senior Detectives having at least ten (10) years in rank shall, in addition to receiving shift differential premiums identified in Article VIII, C, be paid \$60.90 per pay period if they have primary duty assignments starting between 12:00 p.m. and 1:00 a.m. After December 31, 2018, and each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.
3. Beginning December 31, 2018, the five (5) most senior Patrol Sergeants having at least ten (10) years of experience in rank shall, in addition to receiving shift differential premiums identified in Article VIII, C, be paid \$60.90 (plus the negotiated wage increase, with amount rounded off to the nearest five cents) per pay period if they are assigned to a shift starting between 12:00 p.m. and 1:00 a.m. Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.

4. The two (2) most senior Investigators having at least ten (10) years of experience in rank shall, in addition to receiving shift differential premiums identified in Article VIII, C, be paid \$60.90 per pay period if they are assigned to a shift starting between 12:00 p.m. and 1:00 a.m. After December 31, 2018, and each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents.
 5. Special Events Team (S.E.T.) members, when activated in the S.E.T. capacity, will receive one half hour of straight pay for each S.E.T. deployment of up to four (4) hours. Deployments in excess of four (4) hours will receive an additional one half hour of straight pay. Total compensation shall not exceed one hour of straight time pay.
- N. Handgun Reimbursement: All members will receive \$750.00 on each tenth (10th) anniversary of employment.
- O. Briefing Time: All members will receive "Briefing Time" when attending training:
1. At MPD facilities; and
 2. Conducted by MPD
- The parties understand the employee must be at the work/training location a quarter to the hour or half hour in order to be fully compensated for Briefing Time.
- Members do not receive "Briefing Time" for training that is away from MPD facilities and not conducted by MPD staff. However, if those hours exceed eight (8) hours, employees will be compensated with MPPOA Earned Time.
- P. Respiratory Questionnaire: Some members of the bargaining unit will be required by the City to go to a respiratory questionnaire follow up medical appointment. This appointment will be scheduled during the member's normal duty hours. If a member wishes to attend the appointment outside of their normal duty hours, the time (approximately one half hour) will be compensated on a "straight time" basis as time off taken at a time in the future that is mutually agreeable to both parties.
- Q. Stand-By Duty Pay: This is intended to cover all MPPOA members of the Special Events Team.
1. "Stand-by" defines when an MPPOA member of the Special Events Team is directed by a commanding officer or designee to be available for the purpose of being recalled to duty should departmental needs dictate. Members should be able to respond to the Central District station, fit for duty, within one hour after being contacted.
 2. MPPOA members placed on "stand-by" status shall be compensated at a rate of one (1) hour regular pay for each eight (8) hours required to be on "stand-by." If a member is not recalled to duty, the member shall receive, at a minimum, one (1) hour of compensation for each period of "stand-by" status unless that period exceeds eight (8) hours. In the event a member is relieved from "stand-by" status without being recalled to duty, the member shall receive, at a minimum, one (1) hour of pay.

In the event that a member is recalled to duty from "stand-by" status, that member shall receive one (1) hour of pay for the "stand-by" time and then receive their normal rate of pay for call back under current MPPOA contract language.

3. The Department shall give at least 72 hours notice to members being placed on "stand-by" status unless extenuating circumstances exist to make this notification impossible. Members must follow protocol (to be established) for acknowledging they have been placed on "stand-by." Members shall provide a phone number, pager number, or other means of being contacted while they are on "stand-by." Any member unable to be notified of their being placed on "stand-by" status shall not be considered for such duty.

R. Mounted Police Unit Program: Both parties agree to the following terms to compensate authorized MPPOA members that are assigned duties of mounted police officers on a full-time or part-time basis.

1. Full or part-time Mounted Patrol officers may use their personally owned horse for Mounted Patrol duty with the approval of the Mounted Unit commander.
 - a. For full-time mounted officers, the City will pay for board (not to exceed \$250 per month), farrier (not to exceed \$50 per month), routine vet care (not to exceed \$450 annually) and other maintenance costs as approved by the Mounted Patrol supervisor.
 - b. For part-time mounted officers, the City will pay for partial board (not to exceed \$90 per month), partial farrier expenses (not to exceed \$250 per month), partial routine vet care (not to exceed \$150 per year) and other maintenance costs approved by the Mounted Patrol supervisor.
2. Mounted patrol officers may occasionally need to perform non-law enforcement work-related duties (such as veterinary visits) outside of their regular work hours. Mounted patrol officers may accrue earned time off on an hour-for-hour basis to perform these tasks. Officers must schedule this time off within their established work period. The sergeant responsible for oversight of the Mounted Patrol Unit is also eligible to accrue earned time under this section.
3. It is not expected that any work-related training of the horses will take place outside of the mounted officers' regular duty hours. It is expected and required that MPD will ensure that any work-related training will be during the officers' normal duty hours.
4. Annual shift and day off rotations available for selection by full-time mounted officers will be determined by management. Full-time mounted patrol officers will work varying duty hours during the time of the year they are assigned to mounted patrol duties. Day off changes for mounted patrol activities will only be made by mutual agreement between management and mounted patrol officers.
5. Part-time mounted patrol officers will select their shift, beat and day off rotation based on seniority within the area of their assignment. Assignments, shifts and day off rotations available for selection by part-time mounted officers may be

limited by management. Management will minimize weekly variations in work shifts.

6. Full-time mounted patrol officers will be selected through a competitive process.
 7. In the event that an officer-owned horse is injured or killed while on duty or being transported to/from a duty assignment, the City will provide reimbursement as specified in the insurance contract between the City and the horse owner.
- S. Canine Handlers: Both parties agree to the following terms to compensate MPPOA members that are full-time canine handlers:
1. The regular workday for canine handlers will consist of seven and one-half hours. The handler will be compensated for eight (8) hours of work – the additional one-half hour of pay is compensation to the canine handler for homecare of their canine.
 2. The canine handler's shift will still begin with briefing, and the canine handler will be compensated for briefing time as per contract. The canine handler will be allowed eight (8) minutes at the end of the seven and one-half hour workday to change clothes and store equipment. Any work beyond the seven and one-half hour period will be compensated at the rate of time-and one-half. Any work beyond eleven and one-half consecutive work hours will be compensated at the rate of double-time.
 3. Canine handlers wishing to use vacation time, sick time, or compensatory leave time, will use seven and one-half hours of the appropriate leave time per workday taken off. The handler will be compensated for eight (8) hours of work – the additional one-half hour of pay is compensation to the canine handler for homecare of their canine.
 4. Each canine handler will receive one (1) administrative leave day per calendar month. These days may be used pursuant to the same guidelines applicable to the use of compensatory leave time, and are granted to compensate the canine handler for canine homecare provided on regular days off. Administrative leave days must be scheduled during the month they are earned, and may not be converted to cash.
 5. The canine handler will receive full benefits (as provided by contract) during the one-half hour of time per day they are caring for their canine away from the department (including workers' compensation).
 6. The canine will be the sole property of the City of Madison Police Department. The City will assume all liability for the Police Canine Unit.
 7. All costs associated with maintaining a Police Canine Unit, including equipment, food, veterinary costs, kennel costs, certification, licensing, training and insurance coverage, will be funded. The Chief, or his/her designee, must approve all non-routine expenses, including veterinary costs, in advance. The final decision to make any expenditure, including veterinary costs, will be made by the Chief, or his/her, designee, on behalf of the City.

8. If a canine handler is off work on pre-approved leave and unable to care for the canine, or is otherwise temporarily unable to care for the canine, the handler may:
 - a. Arrange for care of the canine at the handler's expense. The handler will continue to be compensated as otherwise provided for in this section during this period; or
 - b. Arrange for the canine to be kenneled at City expense. The handler will not be compensated for homecare during this period, and will be required to use eight (8) hours of leave time per workday taken off (notwithstanding item 3 of this section).
 9. The handler will be provided with an appropriately equipped vehicle that is personally assigned to the handler, and that the handler may take home.
 10. Canine handlers may occasionally need to perform non-law enforcement work related duties (such as veterinary visits) outside of their regular work hours. Canine handlers may accrue earned time off on an hour-for-hour basis to perform these tasks. Handlers must schedule this earned time off within their established work period. The sergeant responsible for oversight of the Canine Unit is also eligible to accrue earned time under this section.
 11. When the canine is retired (at the end of its effective working life, as determined by the Chief, or his/her designee), the City must offer the canine to its handler for \$1. If an officer ceases to be a canine handler (voluntary or otherwise) during the effective working life of the canine, the Chief, or his/her designee, will determine the disposition of the canine. MPD employees that take ownership of retired canines may accept donated goods and services that are being offered to active MPD canine officers for their retired home. The City of Madison is under no obligation to provide or pay for any care associated with a retired Department canine once ownership is transferred from the City to the handler.
 12. No canine handler may be disqualified from participation in the promotional process due to his or her current assignment as a canine handler.
 13. Selection of canine handlers will not be based on classification seniority, but will be based on a process mutually agreeable to the City and the MPPOA.
 14. Canine handlers not assigned to the Dane County Narcotics and Gang Task Force will be considered members of the Canine Unit for shift selection purposes. Canine handlers, on an annual basis, will select their shift and day-off rotation on the basis of seniority within the Canine Unit. Shifts and day-off rotations available for selection by canine handlers will be determined by management.
- T. Grant-funded Overtime: Both parties agree to the following terms for the compensation of members working grant-funded overtime, for work related phone calls to employees that are in off-duty status, and for officers that initiate a law enforcement action while off-duty, as specified below:

1. All grant-funded overtime shall be paid at the rate of time-and one-half the employee's regular rate of pay. No compensation minimums apply, as this is not a Callback under Article VIII (E).
2. Compensation for each continuous hour worked in excess of twelve consecutive hours shall be paid at the rate of two times the employee's regular rate of pay, except any overtime accrued due to grant-funded activity, which is paid at time-and one-half. Any grant-funded work performed before or after an employee's regular work shift will not be considered continuous service for the purposes of compensation.
3. Whenever an off-duty officer initiates law enforcement action, the officer reverts to on-duty status and is compensated at time and one-half for the exact amount of time worked, subject to supervisory review. No minimums or continuation to a shift apply, as this is not a Callback under Article VIII (E); however, if an employee's involvement in an off-duty incident exceeds twelve (12) hours, the employee will be compensated at double time their regular rate of pay for any time exceeding twelve (12) hours.
4. Employees that are off-duty and who are contacted by phone by the City regarding a work-related issue, or by a prosecutor regarding testimony about events arising out of their employment, shall be compensated at time-and one-half the employee's regular rate of pay for any phone call that exceeds ten minutes or more. No compensation will be provided for phone calls less than ten minutes duration, and no other compensation minimums apply. Employees may be required to verify requests for compensation under this provision following prescribed Department procedures.

ARTICLE IX HOURS OF WORK & DUTY ASSIGNMENTS

A. Workday/Workweek:

1. The regular workday shall consist of eight (8) consecutive hours. The City shall maintain the present practice of permitting employees not less than eight (8) minutes prior to the end of their tour of duty to file reports, and to clean and store equipment.
2. The regular average annual workweek shall consist of thirty-seven and one-half (37-1/2) hours, exclusive of the fifteen (15) minute early report requirement.
3. New employees, while attending the MPD Academy on a predominantly Monday through Friday work schedule, shall work a regular forty (40) hour workweek. When a probationary officer is performing patrol duties in Field Training, their regular workweek shall conform with A.2.

Upon successful graduation from the Academy and being assigned to Patrol, new employees' workweeks will thereafter conform to the provisions in Section 2.

- B. Work Shifts: The Chief of Police shall establish, publish, and assign employees to such permanent work shifts as he/she may designate in accordance with the provisions of paragraph A., 1. and 2. and 3. and paragraph H. below.
- C. Permanent Shifts: Permanent regular work shifts established by the Chief of Police or his/her designee may be changed with seventy-two (72) hours notice to the affected employees.
- D. Temporary Shift Adjustments: The Chief of Police may adjust individual work shifts on a temporary basis, without the advance notice required in paragraph C. above, provided the employee so affected shall be paid the shift adjustment premium specified in Article VIII, F., for those hours worked outside of the employee's permanent regular shift.
- E. Flexible Shift Assignment: Officers volunteering for special assignments, which by the peculiarity of the duty to be performed, requires flexibility in duty hours, may adjust their hours of work with the approval of the Chief of Police. The adjustment of hours under this provision will not be subject to the shift adjustment premium specified in Article VIII, F.
- F. Workday: First Detail Detectives shall be assigned to an eight (8) hour day, which includes a paid lunch period, conforming to the practices in other divisions or bureaus of the department. Deviations up to one (1) hour in such daily work schedule may be made without the notice requirements set forth in paragraph IX, C. of the Contract, pertaining to changes in work schedules. Every effort shall be made by the Chief to give the individuals involved at least eight (8) hours notice of said deviation from the individual's regular schedule. Should the Chief deviate the shift by more than one (1) consecutive hour, the overtime provisions of Article IX, D. will apply.

Nothing in this section shall prohibit the Chief of Police from scheduling employees, not currently required to be present at the fifteen (15) minute briefing session, into a workday, which requires a fifteen (15) minute briefing session, if he/she deems it desirable for any reason.

- G. Adjustment of Hours: Hours of work shall not be adjusted if the avoidance of overtime is the one and only purpose for such an adjustment.
- H. Hours of Work and Duty Assignments:
1. At least once a year, assignments to Patrol and Community Policing Teams will be open for bidding with selection based upon classification seniority.
 2. Shift assignment of employees within a rank classification within a work unit or section shall be made on the basis of seniority, except:
 - a. Newly hired or promoted personnel may be assigned to various shifts and assignments for training purposes for not more than one year, but such assignments shall not be considered permanent.
 - b. Management reserves the right to determine staffing levels on the various shifts for all ranks.

3. Beat assignments within Patrol will be offered following the annual assignment of employees. It is the intent of this paragraph, consistent with past practice of the department, to utilize classification seniority in the selection of patrol beats, and the retention of those beats until the next assignment of beats, providing that the employee demonstrates the willingness and ability to address problems (including taking appropriate enforcement action, etc.) within the assigned beat.
4. Initial assignments and all subsequent assignments to the following positions will be based on classification seniority, provided that the employee, at the time of assignment, is able to meet the needs of the assigned work area and has a willingness and necessary qualifications to accomplish the duties of the position. The assignment period for each of these positions is four (4) years, with the Chief's option to extend an officer in said assignment for a period of one (1) year. Members who have completed an assignment rotation in any of these positions may not re-apply for future vacancies in that unit for two (2) years.

Traffic Enforcement Safety Team Officer/Sergeant, with exception noted below: Motorcycles have specific eligibility requirements and may be granted year-to-year extensions in their assignment beyond four (4) years with the approval of the Chief of Police, unless another employee applies for and meets the specific eligibility requirements for this position.

5. Assignment to work units and sections not open for bidding shall be made at the discretion of the City based upon the needs of the department as determined by the City with due consideration given to the interests of the affected employees, as well as the order of their classification seniority. Affected employees shall be provided, whenever reasonably practicable, with written notice at least ten (10) days prior to any such assignments. These positions, hereafter referred to as closed and competitive, will be filled following the process outlined below. Vacant positions for Canine Officer, Training Sergeant/Officer and Task Force Sergeant/Officer may have additional requirements.
- I. Selection Process for Detectives:
1. Detective shift assignments will be based on classification seniority; except:
 - a. Newly hired or promoted personnel may be assigned to various shifts and assignments for training purposes for not more than one year, but such assignments shall not be considered permanent.
 - b. Management reserves the right to determine staffing levels on the various shifts for all ranks.
 2. Detective specialty and district assignment will be filled by the Detective Lieutenants with due consideration given to: classification seniority, training and experience, job performance, needs of the assignment, and the needs of the Department.
 3. Annual Process: The detective assignment process will proceed as follows:
 - a. At least once a year detective assignments will be open for selection.
 - b. Prior to initiation of the annual selection process, all detectives will be provided a list of available assignments (shifts, specialty and district).
 - c. Detectives will designate their shift by classification seniority.

- d. Detectives will designate their preferred assignments.
- e. The Detective Lieutenants will then make assignments based upon the criteria cited above and considering the expressed preferences of the detectives. After the assignments have been made, a detective may contact their Detective Lieutenant to get feedback pertaining to their assignment. If requested, a career development plan will be discussed.
- f. Whenever a vacancy occurs outside of the yearly selection process, the Detective Lieutenants will decide if the vacancy will be opened to those detectives submitting an expression of interest or filled with the newly promoted detective. Consideration will be given to time remaining in the assignment, the nature of the assignment, district and detective preference. When the vacancy is opened, the Detective Lieutenants will use the same process as mentioned above.

J. Department Approved/Directed Training:

1. Training sessions will generally be limited to eight-hour blocks of instruction, including any break(s). Travel time will also be included as a part of the eight-hour workday, when training occurs outside of Dane County.
2. Travel time to destinations outside of Dane County will be compensated on an hour-for-hour basis (earned time only), which must be taken off within the employee's established work period. The employee's commanding officer is responsible for scheduling this earned time off with the employee.
3. In the event a training need dictates that a pre-planned training session for members of the following specialized units (Emergency Response Team, Special Events Team, or Honor Guard) will exceed an eight-hour day, the affected employee shall receive seven (7) days of advance notice of said training. Employees will be compensated (with earned time only) on an hour-for-hour basis for each hour worked beyond the eight-hour period. As a matter of routine, this earned time should be utilized prior the completion of the training period, when training is scheduled for more than one day. In the event this becomes impractical, the employee must be afforded the opportunity to take the time off prior to the end of the employee's established work period. The commanding officer of the special unit is responsible for ensuring that the employee earned time off is scheduled within these guidelines.
4. When any other mandatory training session exceeds eight hours (except as specified in #3 above), members shall be compensated per existing contractual provisions with paid overtime.
5. Overtime will not be paid to employees that attend employee-requested specialized training sessions that exceed an eight (8) hour day. The employee has the option of leaving the training session after eight (8) hours or may stay and accrue earned time off on an hour-for-hour basis to complete the day's instruction. Employees must schedule this earned time off with their commanding officer within their established work period, following completion of the training session.

6. No travel time will be allowed for training that occurs within Dane County, because the nature of these specialized training venues within Dane County. They are to be considered primary, alternate work sites for this purpose. Employees will be expected to report to designated training sites on time and prepared for a full eight (8) hour block of instruction. Any rest or meal break will be included in the eight (8) hour day.
- K. Police Honor Guard: The Police Honor Guard has been a cherished tradition in the law enforcement community and members of the Madison Police Department have been proud to serve this department well at funerals, special events, and other functions approved by the Chief of Police. The Honor Guard both serves the need for solemn rites within the law enforcement community and reflects well on the Department and the City of Madison. In order to support the Honor Guard Team of the Madison Police Department, both parties agree to the following terms:
1. The Honor Guard will consist of individuals selected by the existing team, and approved by the Chief of Police. The team will consist of members representative of the ranks of those who voluntarily apply to join the team. The Honor Guard Team Leader may request the removal of any team member who demonstrates an unwillingness or inability to be available to fulfill his/her obligations to the team. It will be the responsibility of the Honor Guard Team Leader to report any vacancies on the Honor Guard Team to the Chief of Police, and to recommend replacements.
 2. All requests for Honor Guard services will be made to the Chief of Police and/or his/her designee for approval. Approval will always be given for Honor Guard funeral services when requested by the family of a deceased active or retired commissioned member of the Madison Police Department when the services are conducted within 100 miles of Madison. The City will also commit services of the Honor Guard Team whenever reasonably possible in the event that any Wisconsin law enforcement officer is killed in the line of duty. Requests for Honor Guard Team services falling outside of these parameters will be subject to the approval of the Chief of Police or his/her designee.
 3. Members of the Honor Guard shall be permitted and scheduled for two (2) full days of on-duty training per calendar year. Additional on-duty training requests for the team as a whole can be made to the Chief of Police and/or his/her designee and will be subject to staffing availability and budgetary considerations. Other individual training requests for specialized training relating to Honor Guard may be made through the members' command staff, subject to the customary review, prioritization and approval process.
 4. All Honor Guard members will serve in an on-duty status while participating in, and traveling to and from, approved Honor Guard services and trainings. Those members who are called upon for such services during their regularly scheduled shifts shall have their hours on Honor Guard status count as regular duty time. Members called upon to serve in their capacity as members of the Honor Guard Team for an event scheduled on their regular day off shall have their regular scheduled day off rescheduled by the designated team leader. Members called upon to serve on a regular workday, but outside of their normally scheduled shift hours, shall have their shift and/or hours rescheduled by the designated Team

Leader so that their rescheduled hours cover the hours necessary for Honor Guard service. Regular day off and shift or hour changes shall be made with at least 72 hours notice unless the employee agrees to voluntarily waive this advance notice. In no case shall Honor Guard service be less than four (4) hours of duty time, of more than eight (8) hours, unless approved by the Chief of Police or his/her designee under unusual circumstances, such as the need to travel a great distance for funeral services. In all cases, Management will be directed by the Chief of Police to make reasonable arrangements for Honor Guard team members to be able to serve when called upon to do so without creating work schedules, which would not allow for a reasonable break between shifts for sleep. However, members will not be scheduled to serve Honor Guard assignments if back-filling their regularly assigned shifts would result in overtime.

Both parties recognize that in the above paragraph, the intent of the (no less than) "four hours of duty time" is to allow for members to have reasonable periods of time for rehearsal, preparation and maintenance of uniforms and equipment.

5. If a member of MPPOA is called upon to serve the Honor Guard in the capacity of Team Leader, this member will, with supervisory approval, be allowed time while on duty to make calls, coordinate activities, to ensure that appropriate departmental resources such as vehicles, etc., are cleaned and prepared for service, and to perform other necessary administrative tasks.

L. Process for Filling Closed and Competitive Position Vacancies:

Except as otherwise specifically provided in any Memorandum of Understanding between the parties for the period of that Memorandum, the following applies to filling closed and competitive positions and the assignment periods that apply to those positions.

1. Employee must submit a written expression of interest by memo and attach a resume and a completed supervisory input form.
2. Members who receive an adverse report from a supervisor may still compete for the position and have the option of attaching a written rebuttal to the supervisory input form.
3. Candidates will participate in an oral interview.
4. The oral interview board will be comprised of a minimum of three (3) participants to include: A commanding officer or supervisor of the work unit with the vacancy, a MPPOA member who currently works in or had worked in the unit, and a civilian (preferably from within the department). Commanders are also encouraged to include a community member from the City of Madison, with a preference of someone associated, or familiar with the position being filled.
5. The commander or supervisor responsible for creation of the oral board should give consideration to establishing a panel that reflects the diverse makeup of the organization, and to the Madison community, to the extent possible.

6. The oral board will create interview questions on an annual basis.
7. The oral board will make a recommendation to the Chief of Police following the process. When two (2) candidates are equal, seniority will be the determining factor in making the final recommendation to the Chief.
8. The highest-ranking member of the oral board will provide feedback to candidates if desired.
9. Closed and competitive positions include the following positions, which will have assignment periods of four (4) years with the Chief's option to extend said assignment for a maximum period of one (1) year or when no other employee with the necessary qualifications applies for the position. In the event no other employee applies for any of the listed positions, the Chief has the discretion to extend the employee currently in the position on an annual basis.
 - a. CIS Officer
 - b. CIS Sergeant
 - c. Education Resources Officer
 - d. Crime Prevention/Crime Stoppers Officer
 - e. Gang Unit Officer
 - f. Safety Education Officer
 - g. Traffic Crash Investigation Specialist
 - h. Neighborhood Police Officer
 - i. Neighborhood Resource Officer
 - j. Mental Health Officer
 - k. Task Force Uniform Officer
 - l. Task Force Detective
 - m. Task Force Sergeant

Other closed and competitive assignments include the following positions, which may have additional selection criteria as well as assignment periods determined by the City:

- a. Canine Officer
- b. Mounted Officer
- c. Canine/Mounted Sergeant
- d. Training Officer/Sergeant
- e. Task Force Undercover Officer
- f. Professional Standards and Internal Affairs Sergeant
- g. Lead Traffic Specialist (1)
- h. Lead TEST Motorcycle Officer (1)

Classification seniority is defined as the amount of continuous service in a given rank or classification.

ARTICLE X AUTHORIZED LEAVE

A. Vacation Leave:

Employees shall be granted vacation leave with pay during the calendar year subject to the following terms and conditions:

1. Satisfactory employee completion of six (6) months probationary period. This provision may be waived to allow vacation scheduling for probationary training academy members. In such a case, the employee will be required to pay back the vacation time used, but not earned, if the employee is terminated prior to completion of six (6) months service.
2. Vacation leave which is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived, except:
 - a. With the permission of the Police Chief.
 - b. When an employee successfully completes the original employment six (6) months probationary period in December or within the first six (6) months of the calendar year.
3. Vacation leave shall be accrued on the basis of continuous service, including periods of paid absence time. Authorized leave of absence without pay in excess of twelve (12) working days and periods of layoff shall not qualify as service time.
4. Vacation leave schedules shall be developed by the City and all such leave shall be subject to the staffing requirements of the City.
5. Initial vacation leave will be selected, on a seniority basis, in increments of a minimum of one (1) week. Such requests must be delivered to the respective work sections on or before the day the annual shift change takes place for the respective sections. The City will take all reasonable steps to notify employees of that specific date each year and to notify them as soon as possible of the status of those requests. For those employees entitled to more than one workweek of vacation, subsequent vacation leaves may be taken in one hour increments. Vacation leave may, at the option of the employee, begin on any day of the week. However, all vacation leave shall be subject to the staffing requirements of the City.
6. Vacation leave shall accrue at the rate of:
 - a. Ten (10) workdays after one full year of continuous service, or,
 - b. Twelve and one-half (12-1/2) workdays per year after completion of three (3) years of permanent continuous service, or,
 - c. Fifteen (15) workdays per year after completion of seven (7) years of permanent, continuous full time service, or,
 - d. Seventeen and one-half (17-1/2) workdays per year after completion of eleven (11) years of permanent, continuous full time service, or,
 - e. Twenty (20) workdays per year after completion of fifteen (15) years of permanent continuous full time service, or,
 - f. Twenty-five (25) workdays per year after completion of nineteen (19) years of permanent continuous full time service.
 - g. Twenty-seven (27) workdays per year after completion of twenty-seven (27) years of permanent continuous full-time service.

7. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a calendar year may be taken during such year. However, should an employee's service be terminated prior to the end of the year, he/she shall reimburse the City for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for that purpose.
 8. Eligible employees shall adhere to the existing rules of the City in applying for vacation leave.
 9. Full vacation credit for the contract year in which an employee retires or dies.
 10. Employees may elect to convert up to eighteen (18) days of his/her annual vacation or a combination of vacation and floating holidays to an amount of cash equivalent calculated on the regular earnings of said employee. The employee shall apply for such conversion option in accordance with Department procedure and such amount shall be paid in a manner determined by the City.
- B. Sick Leave: All permanent full time employees shall be eligible for sick leave benefits for absence necessitated by illness; bodily injury (when not a Worker's Compensation case); exposure to contagious disease (when confirmed by a physician), and serious illness or death in the immediate family of the employee.

The term "immediate family" shall be defined as the employee's, or the employee's spouse or designated family partner's (in accordance with reasonable rules and regulations adopted by the City for such designation of family partners, APM 2-14): Father, Mother, Father-in-law or Mother-in-law, Children, Step-Children, Foster-Children, Grandchildren, Grandparents, Great-grandparents, Brother, Sister, Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Step-brother, Step-sister, and Step-parents. All such leave shall be subject to the following terms and conditions:

1. Sick leave shall be earned at the rate of one-half (1/2) day per biweekly pay period of service, but shall not exceed thirteen (13) days earned in any calendar year.
2. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in B(5), (6) and (7), of this Article.
3. During the original employment probationary period, permanent fulltime employees may draw in advance on the six (6) days sick leave credits, which may be earned in the probationary period, provided such unearned leave shall be repaid to the City if the employee's service is terminated prior to the completion of the probationary period.
4. In order to qualify for sick leave, an employee shall:
 - a. Notify his/her supervisor in advance of the absence.
 - b. Keep his/her supervisor informed of conditions and estimated day of return to work.

- c. Attendance is an essential function of any job. When the amount of sick leave used appears to have a pattern indicative of sick leave abuse, the City may take the following steps to rectify the apparent problem.
 - 1) Request a meeting with the employee and, if the employee desires, the employee's personal representative. The purpose of this meeting will be to discuss the apparent pattern. Management will also present the employee with a written document describing the pattern and a clear directive to rectify the problem. The employee will then be afforded the opportunity to respond to this document in writing.
 - 2) If, after this initial meeting, the apparent pattern of sick leave usage continues, the City may request another meeting with the employee and, if the employee desires, the employee's personal representative. At this meeting, management may issue written orders requiring the employee to provide a note from a medical professional when using sick leave for a period of time proscribed in the written orders.
 - 3) If the employee fails to comply with the written orders, then the employee may be subject to discipline.
 - d. Apply for sick leave benefits in compliance with the rules of the City.
5. Employees who retire or who are disabled and who are eligible to receive Social Security benefits or Wisconsin Retirement Fund annuities or other public employment fund annuities shall receive the cash equivalent of up to one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed 163 working days' compensation computed at the prevailing rate plus any longevity pay and educational incentive pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund Board.
 6. Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee.
 7. Employees earning sick leave in excess of 150 days shall receive a 100% cash sum equivalent to the employee's regular salary for any unused excess days. Payment is to be made on the pay day immediately preceding December 15th.
- C. Holidays: The following days are established as paid holidays for permanent full-time employees:
- New Year's Day
 - Martin Luther King, Jr. Day
 - Easter Sunday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Four Floating Holidays

The floating holidays are to be taken on a day selected by the employee, subject to the approval of the department head. Employees have the option of taking cash for the floating holiday as described in Section A, Paragraph 10.

All holiday leave shall be subject to the following terms and conditions:

In the event that any of the designated holidays fall on an off-duty day, the employee shall be granted a day off at a time which is agreeable to the employee and the supervisor, or at the option of the employee, be granted payment equal to one day pay at his/her regular rate of pay.

D. Paid Leave Time: Employees shall receive eight (8) hours compensatory leave credit for December 24 and December 31. Such compensatory leave time shall be taken off at a mutually agreeable time or paid in cash at the option of the City.

E. Bereavement Leave:

1. Permanent full time employees shall be allowed up to three (3) workdays leave with pay in the event of the death of an immediate family member as listed above in the "Sick Leave" section. Such leave is to be used within two (2) weeks of the qualifying death, funeral, or memorial service. Extensions to the two-week limitation may be approved after written request to the Chief of Police or his/her designee.
2. In the event of the death of a member of the employee's family, other than those set forth in paragraph 1 of this section, leave may be granted at the discretion of the Police Chief and Human Resources Director and such leave shall be charged against the compensatory time balance of the employee. In the absence of compensatory time, the leave may be charged to accrued sick leave. In the event that the employee's compensatory time, vacation, and sick leave balances are exhausted, the Chief of Police or his/her designee may authorize up to three (3) days of vacation leave use from the vacation leave to be earned by the employee the following year and which would create a negative vacation leave balance until the end of the year.

F. Military Leave:

1. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed three (3) weeks or a period of fifteen (15) workdays in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.
2. Employees who are called to duty by reason of national or international civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed three (3) calendar weeks or a period of fifteen (15) workdays.
3. Employees granted leave under paragraphs 1 and 2 of this section shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the City, in an amount equal to the difference.

4. Any employee who has exhausted his/her leave under Article X (F) 1 or 2 in any calendar year and who needs additional leave during the federal fiscal year that “overlaps” the last one-quarter of the calendar year may use any or all of the military leave available for the subsequent calendar year for purposes of such additional leave; provided, however, that no such employee may use more than the leave available in the subsequent year.

G. Jury Service Leave:

1. Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as a juror.
2. Employees granted leave under paragraph one of this section shall be eligible for reimbursement of lost salary, subject to the following terms and conditions:

Where the fee paid for such jury service, exclusive of transportation expenses and meals is less than the salary paid by the City to such employee, for a comparable period of time, the City shall reimburse the employee for the loss occasioned by such difference.

H. Leave of Absence without Pay:

1. The Chief of Police may, in appropriate circumstances, grant leave of absence without pay, limited to twelve (12) working days.
2. Leave of absence without pay in excess of twelve (12) working days, may be granted by the Chief subject to the written approval of the Human Resource Director.

I. Disability Leave of Absence: Those employees incurring disabilities not duty connected shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:

1. The employee shall apply for such leave, in writing, to the Chief of Police.
2. The employee shall submit a physician's report, including a statement regarding the nature of the disability and whether or not the employee is able to work.
3. The employee shall submit to the Chief of Police, a physician's statement of release for work before returning to work.
4. During such period of leave, the City will continue to make its normal contribution towards health insurance premiums.

J. Compensatory Leave: Employees who elect compensatory leave as the method of compensation for overtime work may be granted such leave in accordance with the following provisions:

1. All compensatory leave time shall be taken off at a time mutually agreed to by the employee and the Chief of Police.

2. Unused accrued compensatory time shall be paid upon termination of employment.

K. Exigent Personal Leave: Union members may use up to four (4) exigent personal leave days per calendar year. These days may be granted regardless of staffing levels, except for “blackout” dates. The employee must provide at least forty-eight (48) hours notice to the City to use an exigent personal leave day.

A member must use twelve (12) hours of accrued vacation, MPPOA earned time, compensatory leave time or any combination thereof for each eight (8) hour day taken off. Sick leave may not be used for exigent personal leave days, and exigent leave may not be used on a contractual holiday.

An employee using an exigent personal leave day will only be charged eight (8) hours of leave time if:

1. It was not necessary to utilize overtime to maintain minimum staffing levels on the shift that the employee used exigent personal leave; and
2. The employee determines that overtime on the shift in question was not incurred and notifies his/her scheduler, shift OIC or MPD Master Scheduler within 72 hours of the shift in question. Employees shall make every effort to make such notification by the Telestaff close of the relevant pay period; and
3. There was not a staffing hold in place on the shift in question.

The blackout dates for exigent leave are:

- Mifflin Street Block Party
- Rhythm & Booms or equivalent Independence Day celebration
- Freakfest Weekend
- New Year’s Eve

L. MPPOA Earned Time: The City of Madison and The Madison Professional Police Officer’s Association enter into this agreement to define the use of Special Straight Time Compensation also known as “MPPOA Earned Time.”

MPPOA Earned Time is earned on an hour-for-hour basis and no minimums apply. Any work earning MPPOA Earned Time must be approved in advance by a supervisor. The following limitations apply to accrual of MPPOA Earned Time:

- A member may earn no more than eight (8) hours net MPPOA Earned Time within an FLSA work period; and
- A member’s MPPOA Earned Time balance may not exceed twenty (20) hours.

MPPOA Earned Time may not be converted to cash, and no cash payment will be made for any earned time balance remaining at retirement, resignation or end of employment. Use of accrued MPPOA Earned Time must be approved by a supervisor.

1. MPPOA Earned Time may be earned under the following circumstances:
 - a. Meetings/Community Events/Administrative Tasks: When a member is attending a meeting, community event or performing administrative tasks voluntarily and the work occurs outside the member's normal hours or days of work, then that member will receive MPPOA Earned Time. Tasks that have traditionally been eligible for overtime compensation shall continue to be compensated at the contractual overtime rate of one-and one-half times a member's hourly rate (example OAC).
 - b. Canine Handlers/Mounted Patrol Officers: Canine and Mounted Patrol officers may earn MPPOA Earned Time for non-law enforcement activities such as veterinary visits and public demonstrations/appearances. The sergeant responsible for oversight of the Canine and Mounted units is also allowed to earn MPPOA Earned Time under this section.
 - c. Honor Guard: Honor Guard members may earn MPPOA Earned Time for Honor Guard activities approved by the Chief or his/her designee.
 - d. Safety Education: Safety Education Officers who participate as a chaperone during the annual trip to Washington, D.C. for Safety Patrol Children may earn MPPOA Earned Time during the trip, with the approval of the Captain of Training.
 - e. Training: When a member is attending a voluntary training that exceeds a regular eight (8) hour work shift, the member may elect to use MPPOA Earned Time to receive compensation for the work exceeding eight (8) hours. The member also has the option to leave the training after eight (8) hours. MPPOA Earned Time may also be earned for voluntary training of less than eight hours in duration.

When a member is traveling to a destination outside of Dane County for voluntary training, and the travel time to the training exceeds a regular eight (8) hour shift, or the travel time to the training and the training itself in aggregate exceeds an eight hour shift the member will receive MPPOA Earned Time for the work exceeding eight (8) hours. No compensation for travel time to locations within Dane County will be allowed.

The City and the Union both agree that there will be times during pre-planned multi-day trainings for specialized units (SWAT, SET, Honor Guard, etc.) when the training day could exceed eight (8) hours. In the event this occurs, any time in excess of eight (8) hours will be made up by an early release (for an equivalent amount of time) on the last day of the training session. If an early release is not possible, affected employees are entitled to MPPOA Earned Time for any excess hours worked.

When any other mandatory training session exceeds eight (8) hours, employees shall be compensated per existing contractual provisions with paid overtime.
- M. Paid Parental Leave: The City will provide Paid Parental Leave in accordance with the Paid Parental Leave policy.

ARTICLE XI INSURANCE RETIREMENT

A. Health and Hospital Coverage:

1. For the calendar years 2018-2021, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage, a dollar amount equal to 100% of the of the appropriate premium rate of the lowest bidder among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area. Employees will be responsible for any premium costs in excess of this 100% amount, as determined by ETF. Employees who are less than full-time will pay a prorated premium based on their FTE. These premiums are taken from pre-tax dollars in most cases. Alternative and/or additional health care providers may be offered only if the two parties agree. Beginning December, 2021, for coverage beginning January 1, 2022, the City will pay 88% of the average for Dane County Tier 1 service providers (maximum employer share). If the City selects single provider health care coverage, the City's portion of the monthly premium for such coverage will revert to 100% of the cost of the monthly premium.
2. The City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to ninety percent (90%) of the appropriate premium rate of the lowest bidder among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area for employees, between the ages of fifty (50) and fifty-four (54), who select to retire and are eligible for Wisconsin Retirement fund benefits. Such contributions shall be discontinued when an employee reaches the age of fifty-five (55).
3. For calendar years 2016-2017, retired employees may, at their option, continue to participate in the health insurance plans referenced above. However, premiums for such insurance must be paid for by the retiree except as provided in paragraph 2 above.
4. The provisions of Section 1 above as to the City contribution toward the monthly premium for family coverage or for single coverage shall:
 - a. Survive the expiration date of this agreement;
 - b. Represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement; and
 - c. Serve as the basis for the negotiation of a successor collective bargaining agreement, if any.
5. Current bargaining unit employees who wish to enroll in a plan offered by the Wisconsin Public Employers Group Health Plan and who are required to enroll in the Group's "Standard Plan" for a specific period in order to obtain coverage shall have the full cost of a single coverage plan paid by the City during that period. Contributions by and on behalf of employees affected by this plan shall revert to the provisions set forth in Paragraph 1 above, during the next Dual Choice Enrollment.

6. Registered Domestic Partners shall be covered for health insurance when any of the City's insurance carriers provide for such coverage; however, that any employee who desires such coverage must enroll in a program which offers that benefit.
7. Payment will be made of a one-time reimbursement for the three-month premium gap prior to retirement that occurs when an employee decides to utilize the City health insurance program, but must pay the excess beyond 100% of the Standard Plan until they get to the Dual Plan State. Payment will follow retirement and will not exceed the actual dollars spent by the employee.
8. Employees who have spouses or registered domestic partners who are employed by the city shall not be allowed to maintain two family coverage health insurance plans unless it can be shown that an otherwise eligible family member would not be covered or would not have access to a specialist without the dual coverage. Employees may continue to maintain individual single coverage plans or a single coverage plan and a family plan.

B. Life Insurance:

1. The City will provide a Life Insurance Program.
2. The City agrees to provide a life and total disability insurance benefit for all commissioned members of the Police Department, equal to two year's pay in addition to Worker's Compensation benefits. The City shall pay such individual employee premiums required for the purposes of such insurance. The two (2) years' pay shall be determined by the amount certified for purposes of death or duty disability as outlined in Appendix C (Death and Permanent Disability Calculation).

Payment under the terms of the insurance shall be made in case of duty incurred death or total disability sufficient to cause the granting of pension under the respective pension programs.

C. Wisconsin Retirement Fund:

1. The City shall pay the employer required portion of the Wisconsin Retirement Fund contributions, unless otherwise specifically prohibited from doing so by statute.

Each employee will pay a portion of the contribution required by the Wisconsin Retirement System equal to that required by General Municipal Employees (for example, that amount was determined to be 5.8% in July, 2011, and will be 5.9% on January 1, 2012).

2. The City will provide that employees may make additional contributions to the Wisconsin Retirement Fund through payroll deduction.

D. Worker's Compensation: In the event any employee covered by the terms of this Contract is entitled to receive compensation for temporary total disability in accordance

with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at 90% of the employee's wage rate but in no event at less than the employee's pre injury net regular rate of pay. Said pay shall include his/her Worker's Compensation benefit and shall continue for a period not to exceed one hundred eighty (180) working days or thirty-six (36) working weeks and during such period the employee is receiving full pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Contract, provided that no employee by reason of this paragraph shall receive pay for more than fifty-two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.

- E. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained.
- F. Dental Insurance: The City will make available a payroll deduction for dental insurance. The deducted amount will be for 100% of the premium as indicated by the provider. There will be no City contribution towards the premium. The City will make no representation as to benefits provided or premium rates.
- G. Post Employment Health Plan: The City will make a contribution each pay period into a Post Employment Health Plan (PEHP) for each eligible employee according to the schedule below. The PEHP Plan, Pelion Benefits, Inc., selected by the Union, will specify plan benefits, limitations, eligibility requirements and enrollment procedures.

The Union shall be responsible for selecting the administrator of the plan and for the general financial operation of such. The City will be held harmless in the administration of the plan, and from making any additional individual contributions to the plan during the term of the contract. On the last pay period of December 2018, that amount was \$45.38. Each year thereafter, the amount will be adjusted by the percentage of the negotiated wage increase up to a maximum contribution of fifty dollars (\$50.00) per pay period.

Employees who meet the criteria to retire under the Wisconsin Retirement System (WRS) will, upon retirement, have one hundred percent (100%) of their unused sick leave accrual applied to the Post Employment Health Plan effective the 1st day of February, 2017.

- H. Domestic Partner Health Insurance: The City shall reimburse employees for health insurance premiums paid for qualified domestic partners on the following basis:
 - 1. To qualify for reimbursement for health insurance premiums paid by a domestic partner, the employee and partner shall be:
 - a. In a relationship of mutual support, caring and commitment and intend to remain in such a relationship in the immediate future; and
 - b. Not related by blood closer than would bar marriage in the State of Wisconsin; and
 - c. Not married or legally separated and if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and

- d. Neither domestic partner is currently registered in a domestic partnership with a different domestic partner and, if either partner has previously been registered as a domestic partner in a domestic partnership, at least six (6) months have elapsed since the effective date of termination of that registration; and
- e. Eighteen (18) years of age or older; and
- f. Competent to contract; and
- g. Occupying the same dwelling unit as a single, non-profit housekeeping unit, whose relationship is of permanent and distinct domestic character; and
- h. Not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
- i. Jointly responsible for each other's common welfare and share financial obligations, which could be demonstrated upon request by providing proof of the existence of:

- 1) Designation of a Domestic Partner as the primary beneficiary in either the employee's, or the employee's Domestic Partner's:

- Will;
- Life insurance policy; or
- Retirement plan.

OR

- 2) Two (2) of the following:

- Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills
- Durable property or health care power of attorney
- Joint ownership of motor vehicle
- Joint checking account or joint credit account

2. Change in Domestic Partnership: The employee agrees to notify the City of Madison Human Resources Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Reimbursement Plan. If the Domestic Partner relationship terminates, a subsequent registration of Domestic Partnership can be filed six (6) months after a Termination of Domestic Partnership letter of the previous partnership has been submitted to the City of Madison Human Resources Department.

3. Acknowledgment: Employees applying for this benefit shall certify that:

- a. Their domestic partner does not have access to any employer sponsored health insurance (i.e., where the Employer would pay at least fifty percent (50%) of the cost). Any such access must be reported immediately and will serve to negate their domestic partner's eligibility for this benefit.

- b. The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health insurance eligibility requirements or until alternative health insurance coverage is provided through the State of Wisconsin Insurance Board and that the percentage level of City contribution shall be consistent with that established for the employee.
 - c. The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the repayment of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
 - d. The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.
 - e. This registration affects only health insurance benefits. The sick leave, bereavement leave, and family leave benefits to City employees registered with the Human Resources Department remain the same and unaffected by this registration.
 - f. That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.
4. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 100% of the cost of the lowest family plan health insurance option and 100% of the cost of the lowest single plan health insurance option. Permanent part-time and hourly employees are eligible for this benefit based on the pro-rated share that the City pays for their health insurance. Reimbursements will be made on the City employee's payroll check and withholding will be taken for federal, FICA, Medicare and State tax purposes.

ARTICLE XII UNIFORMS AND EQUIPMENT

A. Subject to the rules of the Police Department, the City shall provide the original complete uniform and equipment, with the exception of the duty handgun(s), to all new employees. The City also shall provide all necessary or uniform equipment as determined by the Chief, for employees assigned to specialized units, including, but not limited to the Emergency Response Team, Special Events Team, Honor Guard, Arson Unit, Motorcycle Unit and Canine Services Unit. These items will remain the property of the City for the first five (5) years of employment. Items obtained through the employee's uniform and equipment account shall remain the property of the individual employee. The City shall provide all appropriate safety/protective equipment (as determined by the Chief) for employees to perform their duties, consistent with other provisions of this agreement.

1. Exceptions:

- a. All uniform and equipment items purchased for new employees by the City or through an employee's uniform account must be returned if the employee terminates employment with the City within five (5) years of the date of hire, regardless of the reason. The Captain of Personnel and

Training maintains a current list of items. Items purchased on an employee's uniform account within the last working month (not in paid leave status) of their employment, or purchased but not received until the last working month of their employment, will be returned to the City.

- b. All members who retire from active service must return specific equipment items to the City upon retirement. These items include the following:
 - 1) Department Identification Card(s)
 - 2) Department access card
 - 3) Pager (if issued)
 - 4) Cell phone (if issued)
 - 5) Portable radio
 - 6) City he1 card(s)
 - 7) All issued keys (traffic box, jail elevator, other Medeco)
 - 8) Policy Manual or disk
 - 9) Basement parking bar code (if issued)
 - 10) Any specialized equipment issued to the employee
2. Maintenance: The City shall contribute 100% of the annual uniform expense of any member required to wear a uniform in their primary duty assignment, not to exceed \$500 per year. Individual employee accounts may be accumulated over a period of three (3) years, but shall not exceed a maximum accumulation of \$1,000.
3. Damage:
- a. The City shall replace each employee's uniform item or other piece(s) of equipment damaged as a result of the performance of his/her duty. The repair or replacement of work related equipment not issued by the Department, that is damaged as a result of the performance of his/her duty, will occur at the sole discretion of the City on a case by case basis. Department approved personally owned firearms that are damaged or destroyed while on duty may be repaired or replaced at the sole discretion of the City on a case by case basis. The denial of a repair or replacement shall not be subject to the grievance process.

A member may utilize uniform account funds to purchase stock replacement parts for their personally owned duty or handgun or rifle. The member must contact a Personnel and Training Sergeant to obtain approval from a Madison Police Department armorer to purchase the replacement parts using uniform account funds. The member may not use uniform account funds for the repair of rifle or handgun modifications made using aftermarket parts (E.g., rifle optics). A member must repair those items using their own "out of pocket" funds.
 - b. All worn out or lost uniform and equipment items shall be paid for out of the employee's uniform and equipment account.
4. Clothing Allowance:
- a. In lieu of the uniform provisions provided by this Article and subject to the approval of the Chief of Police, any member not assigned to wear a

uniform by virtue of their primary assignment, shall receive a clothing allowance of sixty five dollars (\$65) per month.

- b. Members who receive the monthly clothing allowance must pay for all uniform and equipment items out-of-pocket, since this allowance is meant to cover these expenses, unless there are remaining funds in the officer's uniform account during the year that the employee switches over to a monthly clothing allowance. Since each commissioned member is expected to have a full military-style Police uniform available for immediate use, any remaining funds in the officer's uniform account will be set aside and may be used by the employee to purchase approved uniform items until that money is exhausted. Once the money is exhausted, the employee is responsible for maintaining a military-style uniform and full duty belt and equipment at his or her own expense.

- B. Uniform item requests shall require sufficient funds in the individual employee's account. Items requested shall be from among those approved by the Chief of Police. The Department Purchasing Clerk will issue a list of authorized uniform account items by February 1st of each year. The selection and quantity of approved items selected will be at the discretion of the individual employee with the following limitations on an annual basis:

- One (1) pair of binoculars
 - One (1) multi-lock tool
 - One (1) knife
 - Two (2) flashlights
 - One (1) equipment bag
 - Two (2) sweaters
1. An officer must have the approval of their Captain to exceed the limits described above, based upon an extenuating circumstance. The Captain will review each officer request and provide written authorization, when appropriate, to the Police Department Purchasing Clerk.
 2. Duty weapons may not be purchased with the uniform and equipment account.
 3. Approved uniform items for all employees shall include, but not be limited to, uniform outerwear suitable for climatic conditions (hats, jackets, sweaters, gloves and boots) and general uniform items (shirts, pants, name tags, badges, shoes and belts).
 4. Other uniform items may be approved for employees when they are assigned to a specialized unit.
 5. Approved equipment items for all employees shall include, but not be limited to, items routinely used in the course of duty including duty belt, ammunition pouches, and other gear designed to carry equipment on the duty belt, handcuffs, baton, flashlights, equipment bag, duty handgun accessories (magazines, speed loader and repair parts), and practice ammunition sold through the front counter.

6. The City shall provide a subsidy of \$750.00 for bullet-proof vests for all bargaining unit members whose vests require replacement due to normal wear and tear in 2018. Beginning Jan. 1 of 2019, this amount shall increase annual by twenty-five dollars (\$25) to a maximum subsidy of \$850.00. This subsidy does not apply to heavy body armor purchased voluntarily by officers. The difference between the cost of the vest and this subsidy can be taken from the uniform account by the employee when adequate funds are available.
- C. All employees, when they reach the age of 40, may elect, on a one-time basis, to receive a clothing allowance for up to three (3) consecutive years, in lieu of the Uniform and Equipment Account, provided they notify the City in writing by November 15, prior to the year they wish to elect this option. The dollar amount for this option will be the same as provided in A(4).

ARTICLE XIII SUPPORTING SERVICES

- A. Electronic Locking Devices: The City will provide in appropriate vehicles electronic locking devices to allow for the safe storage of weapons.
- B. Stenographic Support: The City, when possible and reasonable, will attempt to provide stenographic support for the Patrol and Traffic Teams on a twenty four (24) hour per day, seven (7) days per week basis.
- C. Vehicle Allowance: Employees who may on occasion be required by the City to use their own automobiles for City business shall be provided the IRS Rate, except for employees using their personal vehicle for attending specialized training who shall receive twenty-two (22) cents per mile.
- D. Bus Pass: The City will provide a free unlimited ride Madison Metro bus pass. Employees must show their City of Madison ID Cards at the City Treasurer's Office, Room 107 in the City-County Building, to receive the bus pass. The bus pass is a calendar year pass in conjunction with active employment that must be renewed each year with eligibility.
- E. Contract Printing: The City shall provide for the typing and printing in book form of a sufficient number of copies of the Agreement that all members of the bargaining unit will receive a copy. The Union shall arrange for distribution of the copies. The City and the Union shall share equally the cost of typing and printing the copies of the contract.

ARTICLE XIV AID TO CONSTRUCTION OF PROVISIONS OF CONTRACT

It is intended by the parties hereto that the provisions of this Contract shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon the Common Council.

ARTICLE XV SAVINGS CLAUSE

If any article or section of this Contract, or any addenda thereto, shall be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Contract and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of negotiating a substitute clause for such Article or section.

ARTICLE XVI OTHER RIGHTS RESERVED

Notwithstanding any other provisions of this Contract to the contrary, the City and the Union reserve the right to enforce any other legal rights to which they are entitled.

ARTICLE XVII LEGAL PROTECTION

A. Attorney Fees:

1. In the event an employee is proceeded against or is the defendant in an action or special proceeding in his/her official capacity, or arising out of his/her employment by the City, the City agrees to pay all reasonable attorney's fees required by the provisions of Sec. 62.115, 895.46 and/or 895.35 of the Wisconsin Statutes governing the obligations by the City to such employee, except in the event the action or special proceeding is brought by the City against the employee, and provided, however, in any event, the City Attorney shall determine whether legal counsel shall be furnished to such employee by the City Attorney or his/her designee.
2. In the event an action or special proceeding is prosecuted by a third party before the Police and Fire Commission, the City agrees to pay reasonable attorneys' fees provided the employee is found by the Police and Fire Commission to have acted within the scope of his/her employment and the employee is exonerated by the Police and Fire Commission of all charges or the charges are otherwise dismissed or withdrawn.

- B. Compensatory Damages: For intentional torts the City agrees to pay up to \$5,000 each person and \$25,000 each incident for compensatory damages which an employee may become legally obligated to pay because of personal injury, bodily injury and/ or property damage committed within the scope of his/her employment, for which such employee may be held liable to the party injured in an action at law, suit inequity, or other property proceeding for redress. Personal injury shall be defined as false arrest, erroneous services of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, violation of property rights or deprivation of any rights, privileges or immunities secured by the Constitution and laws of the United States of America. Bodily injury shall be defined as bodily injury, sickness or disease sustained by any person or persons accidentally caused by an act of an employee. Property damage shall be defined as damage to or destruction of property including loss of use

thereof. In cases involving judgments in excess of the above mentioned limits, employees may seek further relief according to the provisions set forth in City Ordinance Sec. 3.41.

ARTICLE XVIII NOTICE

All written notices sent by the Union to the City shall be directed to the Employee & Labor Relations Manager.

All written notices sent by the City to the Union shall be directed to the Union Secretary.

ARTICLE XIX MAINTENANCE OF BENEFITS

It is agreed by the parties that all benefits authorized by this Contract or ordinances of the City of Madison or resolution of the City Council of the City of Madison which are not specifically referred to or modified by this Contract shall be maintained in the same manner.

It is further agreed and understood by the parties that this particular provision is subject to any and all rights retained by the City as spelled out more fully in Article V (Employer Rights).

ARTICLE XX PROMOTIONAL PROCEDURES

Definition: A promotion shall be defined as the movement of any employee from one job classification to a higher job classification, with a higher salary range and within the bargaining unit.

It is agreed by the parties that the Memorandum of Understanding titled "2016/2017 MPPOA Promotional Process for Investigators, Detectives and Sergeants" will outline the promotional process to be followed for the MPPOA membership. This MOU will remain in effect until it is superseded by a new MOU agreed upon by both parties.

ARTICLE XXI DISCIPLINE

The Chief of Police or his/her designated representative shall have the right to discipline for just cause. Written notice shall be provided to the affected employee(s) at the time the disciplinary action is taken. This notice shall include the reason(s) for such action and the penalty to be imposed. Probationary employees shall not have the right to appeal through the grievance procedure any disciplinary actions or discharge occurring during the first eighteen (18) months of their employment.

ARTICLE XXII
DURATION OF AGREEMENT

Except as otherwise provided, this agreement shall be effective and retroactive from January 1, 2018, through December 31, 2021.

All calendar dates in the expired 2016-2017 agreement will be adjusted to reflect the above provision.

Dated at Madison, Wisconsin, on this _____ day of _____, 2019.

CITY OF MADISON

MADISON PROFESSIONAL POLICE
OFFICERS ASSOCIATION

MAYOR

PRESIDENT

FINANCE DIRECTOR

VICE PRESIDENT

CITY CLERK

SECRETARY

EMPLOYEE & LABOR RELATIONS MANAGER

TREASURER

Approved as to form only, on this _____ day of _____, 2019.

CITY ATTORNEY

APPENDIX A EDUCATION AND INCENTIVE PROGRAM AND PAY PLAN

- A. Introduction: The role of the municipal law enforcement agency is constantly undergoing rapid changes. These changes are being brought about because of public demand. Because of the complexities of the duties of law enforcement today, higher standards are needed. There is a continuing need to induce college-trained persons to enter the police field. To recruit college-trained personnel, incentive pay program goals should be attainable primarily through continuous training and education.

The following program provides technical police training, which can be provided by the departments, in conjunction with formal and advanced education acquired at institutions of higher learning. Through this approach, it is believed that police personnel can increase their effectiveness with the changing role of police in today's society.

B. General Information:

1. Eligibility for Tuition Reimbursement: Successful completion of the pre-service academy and all field training phases.
2. Eligibility for Educational Incentive Pay:
 - a. All commissioned personnel through the rank of Sergeant will be eligible for incentive pay after forty-two (42) months of service, provided that they have met the other requirements of the program. Approved leaves of absence do not reduce already credited months of service, but additional months do not accrue during the leave.
 - b. Attainment of required incentive pay point totals, as outlined in Section III.
3. Incentive pay will be provided as a percentage above the basic salary (not including longevity) for each individual eligible. It is recommended that there be eight (8) incentive salary steps above the basic salary, as outlined in Section III.
4. The basis for qualifying for incentive pay shall include both formal education and qualifying specialized training.
5. Approved courses previously taken by members of the department at various institutions of higher learning will count toward the points required to achieve incentive salary levels. Credit for approved seminars, applicable military courses, short courses, and other appropriate courses, above the basic level, and previously taken, will be given as outlined below, with proof of satisfactory completion of such courses to be furnished by personnel seeking such credit. No expenses shall be reimbursed for courses taken prior to the inception of this program. The following guidelines were approved for the initial implement of the program:
 - a. The term "above basic level" means above minimum departmental requirements.
 - b. Additional vocational school courses, including those with non-transferable as well as transferable credits, would be given full credit value as advised by the school attended. Vocational courses and military

- courses taken which are non-accredited would be evaluated on the formula of 1/48 point per hour of attendance.
- c. Required on-the-job-non-military training in prior vocations will not be credited unless it is shown that the subjects taken could be vocational school accredited and so certified.
6. Tuition costs for approved courses as defined in the contract bargaining agreement at institutions of higher learning, including those named in the collective bargaining agreement, will be paid for by the City, for those personnel who take such courses while working full-time for the Police Department. Such tuition payments will be refundable to the personnel involved upon presentation of evidence of satisfactory completion of the courses. The cost of books and other supplies, if any, will be born by the person involved, who will retain ownership of the books and supplies. One hundred percent (100%) of the tuition will be reimbursed upon satisfactory completion of the course, with credits awarded by the institution.
7. Administrative control of this program, including, but not limited to, the approval of courses, credits given or earned, tuition payment, etc. will rest with the Police Chief. It shall be the responsibility of the Chief to make sure that any member of his/her department who is participating in this incentive program does so without any interference with the normal duties expected of Madison police officers. Subject to the grievance arbitration similar to other contract provisions, the Police Chief shall be the final authority for decisions affecting the program, of his/her department.
- C. Incentive Pay Program: Advancement to each of the incentive salary steps shall be on a point system as follows:

Increase Above		
Incentive Step	Basic Salary	Points Required
8th	22%	Graduate Degree
7th	18%	B.A. or B.S.
6th	16%	150 Points
5th	15%	96 College Credits or 130 Points
4th	12%	85 Points
3rd	9%	45 Points
2nd	6%	25 Points
1st	3%	15 Points

It should be noted that unless a person has a college degree, the 6th step, or 16%, is the limitation of his or her advancement under this program.

Points shall be awarded on the following basis:

1. A 22 percent level for a graduate degree (beyond the Bachelor's Degree).
2. An 18 percent level for a B.A. or B.S. degree.

3. A 15 percent level, for three years (96 college credits) of completed higher education.
4. Seventy points for an Associate Degree.
5. One point for each approved semester hour credit obtained, either in residence or by correspondence, in a college, technical institute, or other institution of higher learning.
6. One point for each full year of service in the department, to be given on each officer's anniversary date, with no further breakdown being made.
7. 1/16 of a point for each class hour at approved seminars, short courses, etc., conducted by state, federal, or other training agencies, outside the in-service training programs of the departments.

D. Procedure – Education Incentive:

1. When an officer applies for employment, part of the application process is to submit transcripts. These transcripts are verified by the Lieutenant of Training. Once hired, this information is provided to the MPD Finance Unit by the Training Program Assistant, in order to track eligibility for educational incentive. The educational incentive is added to the officer's first full paycheck after completing forty-two (42) months of continuous employment as a commissioned member of the MPD.
2. When the officer completes the forty-two (42) months of service, the MPD Account Tech will calculate the appropriate educational incentive from the hiring transcripts and years of service. If an officer completes any coursework between the date of hire and the completion of their probation, it is their responsibility to ensure that the appropriate transcripts and/or other paperwork is submitted to the MPD Finance Unit in order to update their beginning educational incentive amount.
3. The pay period prior to the start of an officer's educational incentive, MPD Finance staff will email each officer the educational incentive percentage for which they are eligible based on the initial documents. The officer should review this information and notify MPD Finance immediately if there are any issues or concerns with the percentage level calculated. **Any concerns must be communicated within thirty (30) days.**
4. If an employee has **less than** a bachelor's degree, a file will be maintained in the Finance Unit to track ongoing awards of training points and/or credits. Per the current MPPOA contract the following information is used to determine the number of points and credits each employee has earned:
 - a. All credits from an approved educational institution will be counted as credits except for the following:
 - 1) Transfer credits are included if they are listed individually and the transcript clearly demonstrates that there is no duplication. If the transcript does not include the detailed information, the Finance

- Unit will require the officer to submit a transcript from the awarding institution in order to verify that the credits are for added coursework, not duplicates.
- 2) Testing credits are included if they are for regular courses (e.g., math, English, etc.) that are counted by the educational institution towards a degree program.
 - 3) Neither Transfer nor Testing credits will be counted as credits if they are for “life experience,” for police work or for the police academy. Non-degree testing credits are also not counted.
 - 4) Once an employee earns a degree, they are entitled to the full educational incentive for that degree, regardless of whether some of the credits were testing or transfer credits.
- b. If an Associate’s Degree has been awarded with less than 70 credits, additional points will be awarded to total 70 points. Coursework at any technical college will not add to credits above 70. Once 70 credits have been earned at a two year school, any additional credits will count only as points.
 - c. If an officer transfers credits from one school to another, they can only count one time. (For example: if an officer takes 10 credits at one college and they transfer to a second college and an Associate’s Degree is received, those 10 credits become part of the 70 points awarded for an Associate’s Degree. They cannot count twice. If only 6 credits transfer, then 6 will be included in the 70 and 4 will be added to the 70 **IF** they were taken at a four year college. If they were taken at a two year college, they do not increase the credits achieved.)
 - d. Since the MPPOA contract awards educational incentive at a different rate for points vs. credits, these will be tracked separately. (For example, in the current MPPOA contract: A 15% educational incentive is either 130 points **OR** 96 college credits.)
 - e. As Tuition Reimbursements are paid, those additional credits will also be added to the Education Incentive file to help track the officer’s progress. **Submission of transcripts with a request for reimbursement will be considered proper notification to your departmental PD Purchasing under Article VIII, i.e., for additional incentive points – unless there is a discrepancy between the grade report and previously received transcripts.**

If a discrepancy is noted between the transcripts and the grade report, the officer will be notified that they should submit a current and complete transcript to ensure that the points/credits are up-to-date. There will be no update in the educational incentive until the discrepancy is resolved.
 - f. Accredited vocational school courses with non-transferable as well as transferable credits will receive full credit. Non-accredited vocational and military courses will count as 1/48 point. Appropriate documentation of hours attended at either vocational or military courses will be required in order to receive points.
 - g. Appendix ‘A’ item C7: 1/16 of a point is awarded for each class hour at approved seminars, short courses, etc., conducted by state, federal or other training agencies, outside the in-service or other MPD training provided by the department.

- 1) The documentation needed for this is proof that an officer attended and, if applicable, passed the course. This would be in the form of a diploma/certificate. Documentation must be provided by the employee to the MPD Finance Unit within six (6) months of completion of the course. Providing documentation to MPD Training personnel will not be considered as fulfilling the requirement to provide this documentation to the Finance Unit. Documentation must include the date of the course, total number of hours attended, location of the course and information regarding who provided the training.
 - 2) Training completed pre-employment, will not be given points.
 - 3) Training that is provided by MPD personnel is not eligible for training points.
 - 4) Training hosted by the MPD (usually at the Training Center) may be eligible for training points provided that the course is taught by non-MPD personnel, and is not counted toward the required in-service or employee development needed to maintain state certification.
- h. One point is added for each full year of service in the department, to be given on each officer's anniversary date.
Every year the Account Tech will update the year on each officer's sheet to increase the points by one. The Account Tech will then evaluate if a step increase is warranted.
- i. If a new incentive level is reached, the Account Tech will submit the appropriate paperwork to payroll.
Educational Incentives start at the beginning of the next pay period **AFTER** the employee submits the documentation. **Educational Incentive is never backdated.**
- j. The Account Tech will then email the employee of the change in education incentive pay with a reminder that the employee should verify the incentive level. **It is ultimately the officers' responsibility to verify all points are correct and the correct incentive level is given.**

E. Tuition Reimbursement:

1. Tuition Reimbursement is for members of MPPOA once they successfully complete all parts of the pre-service academy and all field training phases. Any officer that leaves the department with less than five years of service, following receipt of tuition reimbursement, will need to repay 100% of those funds received in those five years unless they are eligible for WRF, SS, or other public employment fund annuities.
2. **This procedure is for those officers seeking their FIRST bachelor's degree only.** (Once a bachelor's degree is attained, no additional bachelor's level courses are authorized for tuition reimbursement.)
3. In Mid-October, the Chief will send out a memo outlining the process for those who will be seeking tuition reimbursement for the subsequent year.

4. Officer's must fill out the Tuition Reimbursement Form, located on the Police Intranet under Miscellaneous forms, and submit it to the Chief by November 1 of the year preceding the year in which they are seeking reimbursement.
 - a. The form should provide the name of the college that the officer will be enrolled in, the classes that the officer plans to take and the cost of each course.
 - b. Undergraduate internships may be allowable, but the officer is required to submit for review papers required in conjunction with the internships for which college credits are awarded.
5. The Chief will review all requests and inform the applicants by December 31st of their status.
6. The Account Tech will notify each applicant of their approval and remind them of the process to follow once they have successfully completed the course.
7. Once the undergrad applications are approved, the Chief will make a decision if funds will be made available to officer's seeking a master's degree. This procedure will be determined by the Chief.
8. **Within 30 days of completion** of an approved course, the officer will need to fill out the Reimbursement Request form located under Forms on the Police Intranet. **They will submit this form by email, along with the grade report and a paid invoice, to the MPD Finance Unit at PDFinance@cityofmadison.com.**
 - a. Only amounts that are paid by the officer will be reimbursed. Tuition paid for by grants or scholarships will not also be reimbursed by the City.
 - b. Fees, books, interest or service charges or other miscellaneous costs are the responsibility of the employee and will not be reimbursed by the City.
9. **Courses must be completed in the calendar year they are approved.** If an officer is unable to complete a course within the calendar year, they need to notify the Account Tech. If a course starts in one year, and ends in the next year, the tuition reimbursement process for the year in which an officer receives the reimbursement will need to be followed. (For example: if a course starts in November 2014 and ends in January 2015, the grade report will not be received until February 2015 so the reimbursement request will be made in 2015. The officer in this scenario would follow the tuition reimbursement process that starts in November of 2014 for the 2015 calendar year.)
10. **Tuition reimbursement funds do NOT carry forward from one year to another. If you do not take the courses in the year for which they were approved, you will need to reapply for funding for the year in which you will take them.**
11. As soon as an officer becomes aware that they will not be completing all the approved courses, they should email the Account Tech so that the funds can be released.

F. Procedures for Master Level Tuition Reimbursement:

1. If additional funds are available after the undergrad monies are awarded **AND** the Chief so decides, this process may be opened up to officer's seeking a Master's Degree.
2. After the funding for Bachelor's level tuition has been awarded, the Chief will have a memo sent out announcing the opportunity to submit requests for Master's Degree reimbursement. All courses need to be in a related field.
3. Only graduate level courses are acceptable, unless the under grad course is a prerequisite for acceptance into an approved Master's Degree program. Internships and other alternate courses are currently not allowed.
4. The officer will need to compose a memo indicating why their courses will benefit the MPD and how it relates to their current duties.
5. Only applications received by the due date will be considered.
6. Once the Chief reviews them and makes his decision, a memo outlining the officer's award will be sent out.
7. The process for receiving reimbursement for a Master's program is the same as outlined above for a Bachelor's program.

G. Conclusion: The intent of this document is not to diminish any benefits by the MPPOA members by contractual obligation or established past practice(s). Management shall reserve all of their established prerogatives as well. This document is intended to clarify management rights and contractual obligations.

APPENDIX B DRUG AND ALCOHOL TESTING PROGRAM

A. Policy:

The City of Madison and MPPOA, recognize that illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, and misuse of alcohol by employees are threats to the public welfare and the safety of departmental personnel. It is the goal of this program to eliminate illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, and the misuse of alcohol through education, treatment, rehabilitation, and as appropriate, discipline of the affected personnel consistent with the provisions of this program. The unlawful manufacture, distribution, dispensing, possession, possession with intent to deliver illegal drugs/controlled substances, or illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, or misuse of alcohol is prohibited.

Nothing herein shall preclude the City from establishing and enforcing its rules, regulations, policies and/or procedures. This program supplements existing work rules.

B. Informing Employee About Drug and Alcohol Testing:

All employees shall receive a copy of and be fully informed of this drug and alcohol-testing program. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform employees on how the tests are conducted, what the tests can determine and the consequences of testing positive for illegal drugs, controlled substances, or use of prescribed drugs other than as prescribed, or for testing positive for alcohol while on duty. All newly hired employees will be provided with this information during the Recruit Academy. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign a consent and release form. Failure or refusal to do so is a violation of this program.

C. Employee Testing:

1. Reasonable Suspicion Testing. A reasonable suspicion test may be based on the following: Specific, contemporaneous, articulable observations of a trained supervisor or trained City official concerning the appearance, behavior, speech or body odors of the employee resulting in the reasonable belief that the employee is using, under the influence of alcohol or illegal drugs/controlled substances or has misused prescription drugs while on duty. Such observations may include but are not limited to one or more of the following:

- a. Slurred speech
- b. Odor of alcohol
- c. Inability to walk in a straight line; staggered gait
- d. Exaggerated, excited state of emotions
- e. Bizarre or erratic behavior
- f. Rapid, dramatic mood swings
- g. Observation of the ingestion or possession of alcohol or a controlled substance as defined herein during working hours, or while on City

property, or while operating a City vehicle off-duty or personal vehicle for City business or while representing the City.

When the City believes, based upon objective and articulated factors, that the employee, whether on-or off-duty, has possessed, used, manufactured, dispensed, distributed, or sold any illegal drug or controlled substance not prescribed by a licensed physician, or used a prescribed drug other than as prescribed, the employee may be immediately placed on administrative leave with pay and may be subject to discipline up to and including discharge. The following evidence shall be required to make such a determination:

- a. Reliable evidence of drug use, possession, distribution on or off premises or on or off-duty, provided by a law enforcement officer and documented in an officer's report.
 - b. Reliable evidence of drug use, possession, distribution on or off premises or on-or off-duty, provided by a reliable and credible source, which has been independently corroborated by a third party.
 - c. Possession of paraphernalia normally associated with improper, unauthorized or illegal use of controlled substances as provided in paragraph (a) or (b) above.
2. Post Accident Testing. An employee will be tested for illegal drugs/controlled substances and/or alcohol after involvement in a fatal or serious bodily injury accident while on-duty. A serious bodily injury accident includes any bodily injury which creates a substantial risk of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily injury.
 3. Return-to-Duty Test. A return-to-duty test is an alcohol and drug test administered prior to an employee being permitted to return to duty, when the employee has violated this program. The employee may not return to duty without a negative test.
 4. Follow-Up Test. A follow-up test is an alcohol and drug test administered to an employee who has violated the prohibitions of this program and who has been permitted to return to duty after passing a return-to-duty alcohol and drug test. The number and frequency of any such tests shall be determined by the Substance Abuse Professional, and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months after the employee's return to duty. The Substance Abuse Professional may terminate such tests at any time after the first six (6) tests have been administered if s/he determines the tests are no longer necessary.
 5. Specimen Collection will be completed in accordance with Mayoral APM 2-23.
- D. Drug Testing will be completed in accordance with Mayoral APM 2-23.
 - E. Alcohol Testing will be completed in accordance with APM 2-23.
 - F. Medical Review Officer:

The Medical Review Officer must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of the drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and the work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have been caused by legally prescribed medication.

G. Laboratory Results:

The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to the Human Resources Director by the Medical Review Officer once he/she has completed his/her review and analysis of the laboratory's test. The Human Resources Director will make every effort to keep the results confidential, consistent with the Wisconsin Open Records law. The Human Resources Director may release test results to the parties and to an adjudicator as part of an arbitration hearing or other legal proceeding.

H. Testing Program Costs:

The City shall pay for all costs involving the initial and confirmation drug and alcohol testing as well as the expenses incurred from the Medical Review Officer. The City shall also reimburse each employee for his or her time and expenses, including travel time incurred, if any, related to off-duty testing, involved in the testing procedure. If the employee requests that the split drug specimen be tested, the cost of the split specimen test shall be paid by the employee. If the test of the split specimen does not reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the employee shall have any paid leave used after the initial positive test restored and shall be reimbursed for costs associated with having the split specimen tested.

I. Voluntary Rehabilitation Program:

Employees who have an alcohol issue or a drug issue, which does not include the unlawful manufacture, sale, distribution, dispensing or possession with intent to deliver illegal drugs/controlled substances, and who were not already under investigation for possible criminal activity or violation of a Department Rule, and who voluntarily come forward and ask for assistance, shall not be disciplined for coming forward. However, if it later becomes known that the employee was under any investigation at the time the employee came forward, the provisions of this section shall not apply. An employee may voluntarily enter rehabilitation without a requirement for prior testing. The employee shall authorize the Substance Abuse Professional to advise the Human Resources Director of the employee's progress in rehabilitation. The treatment and rehabilitation costs shall be paid for by the employee's insurance program. Such employees will be allowed to use their accrued and earned leave, exchanges, or unpaid leave for the necessary time off involved in the program. If the Substance Abuse Professional advises the Human Resources Director that the employee requires additional treatment beyond what was

originally recommended, the employee shall be solely responsible for any costs not covered by insurance. Due to the significant interest of the public, the City and Department personnel in protecting the welfare and safety of all, the employee in rehabilitation under this section shall not be permitted to return to regular duty unless and until the treating Substance Abuse Professional informs the Human Resources Director that the employee can safely perform all of his/her duties.

However, any employee who does not voluntarily come forward under this section and tests positive for illegal drugs/controlled substances under the procedures contained in this Agreement or who tests positive for alcohol while on-duty or otherwise violates this program may be subject to discipline up to and including termination according to the Department Rules and Regulations.

J. Duty Assignment:

Following a determination by a Substance Abuse professional that the employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of illegal drugs or misuse of controlled substances, the employee shall comply with all requirements prescribed by the Substance Abuse Professional and shall remain in compliance with any and all prescribed and recommended rehabilitation and/or treatment programs.

If the employee has violated the illegal drugs/controlled substances prohibitions he or she shall undergo it return-to-duty drugs/controlled substances test with a result indicating a verified negative result for drugs/controlled substances use and the Substance Abuse Professional shall inform the Human Resources Director that the employee may safely perform his/her regular duties before the employee may return to duty.

K. Right of Appeal:

The employee has the right to challenge the results of the drug or alcohol tests in the same manner that any other City action under the terms of this agreement is grievable. The employee has the right to appeal any discipline imposed before the Madison Board of Police and Fire Commissioners.

L. Employer Responsibility.

This drug and alcohol-testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this program and shall be solely liable for any legal obligations and costs arising out of the administration of this program by City personnel.

M. Discipline.

Just cause for discipline up to and including discharge may be established when an employee engages in any conduct in violation of the provisions of this program or when an employee uses illegal drugs or misuses controlled substances, or uses prescription drugs other than as prescribed, or misuses alcohol in violation of this program or refuses to submit to testing. Failure to cooperate with the Substance Abuse Professional and to comply with any required evaluation by a Substance Abuse Professional, failure to

comply and remain in compliance with any and all prescribed or recommended rehabilitation and/or treatment programs, or testing positive for a different illegal drug or controlled substance during a treatment program may establish just cause for discipline up to and including discharge.

N. Changes in Testing Procedures:

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures, which may provide more accurate testing or if regulations required to be followed by the laboratories change, any such change will be incorporated into this program only upon the agreement of the parties.

O. Conflict With Other Laws:

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under federal, state, or local laws.

P. Definitions:

Alcohol: Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration (or Content): Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use: Alcohol use means the consumption of any beverage, mixture, or preparation, including medication, containing alcohol.

Breath Alcohol Technician (BAT): A Breath Alcohol Technician is an individual who instructs and assists individuals in the alcohol testing process and operates the evidential breath-testing device.

Confirmation Test:

1. For alcohol testing, a confirmation test means a second test following a screening test with a result greater than 0.00 that provides quantitative data of alcohol concentration. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and must be capable of printing out each test result and air block, and must sequentially number each test.
2. For drugs/controlled substances testing, a confirmation test means a second analytical procedure to identify the presence of a specific drug or drug metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. (Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

Evidential Breath Testing Device (EBT): An evidential breath testing device is a device approved by the National Highway Traffic Safety Administration (NHTSA) and placed on the NHTSA's Conforming Products List and is used for the evidential testing of breath.

Follow-Up Test: A follow-up test is an alcohol and/or drug/controlled substances test administered to an employee who has violated the prohibitions of this policy and who has been permitted to return to duty after passing a return-to-duty alcohol and/or drug/controlled substances test.

Medical Review Officer (MRO): A Medical Review Officer is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Refusal to Submit (to a Drug, Alcohol or Controlled Substances Test):

1. An employee fails to provide an adequate amount of breath during testing without a valid medical explanation after he or she received notice of the requirement for breath testing.
2. An employee fails to provide adequate urine for drugs/controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing.
3. An employee fails to be readily available for post-accident testing.
4. An employee fails to report to, and undergo alcohol and drugs/controlled substances testing, at a collection site as required.

Return-To-Duty Testing: A return-to-duty test is an alcohol and/or drugs/controlled substances test administered prior to an employee being permitted to return to duty, when the covered employee has violated this policy.

Screening Test (also known as Initial Test):

1. In alcohol testing, a screening test means an analytical procedure to determine whether a covered employee may have a prohibitive concentration of alcohol in his or her system.
2. In drugs/controlled substances testing, a screening test means an immunoassay screen (or other DHHS-approved test) to eliminate "negative" urine specimens from further consideration.

Substance Abuse Professional (SAP): A substance abuse professional is a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drugs/controlled substances-related disorders.

**EMPLOYEE ACKNOWLEDGMENT
OF NOTIFICATION OF DRUG/ALCOHOL TEST PROGRAM**

I acknowledge that I have received a copy of and have been duly informed about the Police Department's Drug and Alcohol Testing Program (the Program) and related procedures, which are contained in the collective bargaining agreement (the Agreement) currently in effect between the Madison Professional Officers Association (MPPOA) and the City of Madison (the City). I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed about how drug and alcohol tests are conducted, what those tests can determine, and the consequence of violating the Program.

I also have been informed of the City's Employee Assistance Program (the EAP). I understand that if I voluntarily come forward under Section 10 of the Program and ask for professional assistance to deal with a drug use or alcohol misuse issue, I will not be disciplined by the City, provided that there are no aggravating circumstances present, as described in the Agreement. I understand how drug/alcohol test specimens are collected and further understand that these specimens are subjected to medical tests that are conducted under the auspices of a Medical Review Officer (the MRO), as defined in the Agreement. I understand that the MRO will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the MRO to review my status, my medical history, and any relevant biomedical factors prior to the Human Resources Director being informed whether the test results are positive or negative. I also acknowledge that I will be asked, as a condition of my continued employment, to sign a Consent to Release of Information relating to my test results and about me as provided in the Agreement.

I understand that a confirmed positive drug or alcohol test result will result in my referral to a Substance Abuse Professional under the Program. Finally, I understand that a violation of the provisions of the Program or my testing positive for drugs on or off duty or for alcohol while on duty may establish just cause for discipline up to and including discharge from the Department.

Printed or Typed Name of Employee:

Signature of Employee:

Date:

APPENDIX C DEATH AND PERMANENT DISABILITY CALCULATION

BACKGROUND: Discussions were held between the parties relative to how to calculate the death and/or permanent disability pension for officers that die or become permanently and totally disabled as the direct result of bodily injury or occupational disease, which arises out of and in the course of employment with the City. The parties agree to the following:

1. If employee dies as the direct result of bodily injury or occupational disease which arises out of and in the course of employment the City; or
2. If an employee becomes permanently and totally disabled as defined below, as a direct result of injury or occupational disease which arises out of and in the course of employment for the City, for which he or she has been approved to receive a permanent disability pension, according to the applicable Wisconsin statutes then in effect; and
3. Upon receipt of satisfactory proof of death or permanent and total disability, the selected provider will pay the employee or his/her estate an amount equal to two (2) times his/her annual rate of earnings, subject to a maximum of three hundred thousand dollars (\$300,000.00). The annual rate of earnings is defined as an employee's regular base salary and any longevity and incentive pay entitlement on the last day of active full-time work at the employee's usual occupation without physical restrictions (i.e., the day immediately preceding the date of said debilitating bodily injury or occupational disease) plus a factored overtime supplement. The factored overtime supplement shall be computed by multiplying the average number of annual overtime hours worked in the previous five (5) years by the hourly factor of the annual rate of earnings. If the employee worked for the City for less than five (5) years, the average will be determined over the time worked.