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AGREEMENT
Between
CITY OF MILWAUKEE
and
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21
I.U.P.A., AFL-CIO

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

PREAMBLE

- 12 1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF
13 MILWAUKEE, a municipal corporation, hereinafter referred to as "City", as municipal employer,
14 and the MILWAUKEE POLICE ASSOCIATION, Local #21, I.U.P.A., AFL-CIO, hereinafter
15 referred to as "Association", as the representative of certain non-supervisory employees of the
16 City of Milwaukee in the Police Department.
- 17 2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to
18 the employer-employee relationship which exists between them and to enter into a complete
19 Agreement covering rates of pay, hours of work, and conditions of employment.
- 20 3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and
21 opportunity afforded to each of the parties to make any and all demands and proposals with
22 respect to the subject of rates of pay, hours of work, and conditions of employment and incidental
23 matters respecting thereto.
- 24 4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes,
25 consistent with the legislative authority in effect on the execution date of this Agreement that is
26 delegated to the City Common Council relating to: The Chief of Police and the Fire and Police
27 Commission (as set forth in Section 62.50, Wisconsin Statutes); The Municipal Budget Law (as
28 set forth in Chapter 65 of the Wisconsin Statutes); and any other statutes and laws applicable to
29 the City. The Fire and Police Commission and the Chief of Police will abide by the terms of this
30 Agreement.
- 31 5. It is intended by the provisions of this Agreement that there be no abrogation of the duties,
32 obligations, or responsibilities of any agency or department of City government which is now

1 expressly provided for respectively either by: State Statute and Charter Ordinances of the City of
2 Milwaukee except as expressly limited herein.

- 3 6. It is intended by the parties hereto that the employer-employee relationship which exists now and
4 has heretofore existed by and between the City and the members of the Association who are
5 employed by the City shall continue to be the same in the event this Agreement is terminated or
6 by virtue of its terms becomes terminated.

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ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2013, and ending at 12:01 a.m. on January 1, 2018. This Agreement will terminate on January 1, 2018, unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2017, nor later than July 1, 2017, the Association shall give the City Labor Negotiator written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the provisions of the WAIVER OF FURTHER BARGAINING Article of this Agreement.

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ARTICLE 2

RECOGNITION

1. Except as provided in subsection 2, below, the Association is recognized as the exclusive bargaining agent for employees in active service and in the following classifications:
 - Detective
 - Police Officer
 - Forensic Investigator
 - Chief Document Examiner
 - Document Examiner
 - Police Alarm Operator
 - Police Matron
 - Custodian of Police Property and Stores
 - Assistant Custodian of Police Property and Stores
 - Narcotics Control Officer
 - Police Electronic Technician
 - Police Audio-Visual Specialist
 - Court Liaison Officer
 - Latent Print Examiner
 - Computer Aided Dispatch System Specialist
 - Police Data Communications Specialist
 - Identification Systems Specialist

If an employee occupying one of the classifications listed above is placed on an authorized leave of absence without pay, the Association shall also be recognized as the exclusive bargaining agent for that individual during the period of such leave. While on such leave, the individual shall not be covered by this Agreement and shall not be entitled to any of its benefits except as specifically provided herein.

2. The Association recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
3. In the event a consolidation occurs in any City department, between City departments or units thereof, whose employees, in part or in whole, are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of

1 more than one bargaining unit, then a new election shall be requested of the Wisconsin
2 Employment Relations Commission. The certified representative, as determined by the WERC
3 pursuant to the election, shall assume the contractual obligations of each and every consolidated
4 unit as if no consolidation had occurred until the expiration of existing contract terms.

- 5 4. In the event new positions not now covered by the recognition provisions of this Agreement are
6 created by the City through action of the Common Council and said positions would be embraced
7 within the bargaining unit, provided the City and Association agree that the new positions(s)
8 should be embraced within the bargaining unit, then the employees appointed to such positions
9 shall be deemed part of such bargaining unit and shall be represented by the bargaining unit and
10 they shall also be covered by the Agreement between the Association and the City.

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ARTICLE 3

ORDINANCE AND RESOLUTION REFERENCES

1. Except as provided in subsection 2, below, this Agreement contains benefits and the terms and conditions under which they are provided employees. At its option, the City may establish ordinances, resolutions and procedures to administer these benefits. These ordinances, resolutions and procedures, as well as any other ordinances or resolutions in effect, shall not be deemed a part of this Agreement unless the parties shall mutually consent thereto. In the event of differences between this Agreement and ordinances and resolutions, this Agreement shall control.
2. Subsection 1., above, shall not apply to the PENSION BENEFITS provision of this Agreement. Pension benefits for employees covered by this Agreement shall be those benefits defined in the applicable laws for the pension systems covering such employees.

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ARTICLE 4

SUBJECT TO CHARTER

In the event that the provisions of this Agreement or application of this Agreement conflicts with the legislative authority which devolves upon the Common Council of the City of Milwaukee as more fully set forth in the provisions of the Milwaukee City Charter, Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, pertaining to the powers, functions, duties and responsibilities of the Chief of Police and the Board of Fire and Police Commissioners or the Municipal Budget Law, Chapter 65, Wisconsin Statutes, 1971, or other applicable laws or statutes, this Agreement shall be subject to such provisions.

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ARTICLE 5

MANAGEMENT RIGHTS

1. The Association recognizes the right of the City, the Chief of Police and the Board of Fire and Police Commissioners to operate and manage their affairs in all respects in accordance with the laws of Wisconsin, ordinances of the City, Constitution of the United States and Section 111.70 of the Wisconsin Statutes. The Association recognizes the exclusive right of the Board of Fire and Police Commissioners and/or the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Agreement provided that such rules and procedures do not violate any of the provisions of this Agreement.
2. The City has the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the City. The City shall have the sole right to authorize tradeoffs of work assignments.
3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
4. The City reserves the right to discipline or discharge for cause; except that discharge of a probationary employee in the Police Officer position classification shall not have to be for cause. The City reserves the right to lay off personnel of the department.
5. The City shall determine work schedules and establish methods and processes by which such work is performed.
6. The City shall not impose furlough days during calendar years 2016 and 2017. This provision shall sunset December 31, 2017.
7. The City shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.

- 1 8. Except as otherwise specifically provided in this Agreement, the City, the Chief of Police and the
2 Fire and Police Commission shall retain all rights and authority to which by law they are entitled.
- 3 9. The City shall have the exclusive authority to transfer any or all of the operations of the
4 Milwaukee Police Department now conducted by it to another unit of government and such
5 transfer shall not require any prior negotiations or the consent of any group, organization, union
6 or labor organization whatsoever.
- 7 10. The City shall have the authority without prior negotiations to consolidate the operations of two
8 or more departments, or the operations within a department, or to reorganize within departments.
- 9 11. The Association recognizes that the City has statutory and charter rights and obligations in
10 contracting for matters relating to municipal operations. The right of contracting or
11 subcontracting is vested in the City.
- 12 12. The Association pledges cooperation to the increasing of departmental efficiency and
13 effectiveness. Any and all rights concerning the management and direction of the Police
14 Department and the police force shall be exclusively the right of the City unless otherwise
15 provided by the terms of this Agreement as permitted by law.

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ARTICLE 6

PROBATIONARY EMPLOYEES

1. Prior to the start of his/her field training at the Police Training Academy, a probationary employee in the Police Officer job classifications who commences recruit training at the Police Training Academy shall not be covered by the GRIEVANCE AND ARBITRATION PROCEDURE Article of this Agreement in differences involving matters of Departmental discipline or discharge; after the start of field training, such probationary employee shall not be covered by such Article in differences involving matters of his/her discharge.
2. The duration of employee probationary periods shall be sixteen (16) months.
3. For employee probationary period requests from the Chief of Police to the Fire and Police Commission made on or after May 16, 1995 the following procedure shall apply:
 - a. Copies of the Chief's letter to the Fire and Police Commission requesting an extension of an employee's probationary period will be forwarded to the employee who is the subject of the request and to the Association prior to the Commission meeting at which the Chief's request is to be discussed; and
 - b. At the meeting of the Fire and Police Commission wherein the matter of the extension is discussed, the affected employee will be given the opportunity to be heard if he or she so desires. A representative of the Association may also appear and be heard on behalf of the employee, if the employee so requests, and/or on behalf of the Association.

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ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

During the term of the 2013-2017 City-Association Agreement, if any change to §62.50, Wi. Stats. is enacted that affects the ability of the Association to arbitrate discipline, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory modifications to Article 7 only.

I. GRIEVANCE PROCEDURE

A. GRIEVANCES

1. Differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Milwaukee Police Department affecting wages, hours, or conditions of employment shall constitute a grievance under the provisions set forth below. Matters of departmental discipline involving application of the rules or regulations of the Milwaukee Police Department which are not subject to appeal to the Board of Fire and Police Commissioners, shall constitute a grievance under the aforementioned provisions and matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are subject to appeal to the Board of Fire and Police Commissioners shall not constitute a grievance under the aforementioned provisions. Matters involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions. Obligations of the City under Chapter 65, Wisconsin Statutes, and any pension matter under the exclusive jurisdiction or control of any duly constituted pension

1 board shall not constitute a grievance under the provisions aforementioned.

2 2. Grievances over discipline shall be initiated at the level of the Grievance Procedure
3 immediately above the level of the chain of command at which the discipline was
4 administered, except that in cases of discipline administered by the Chief of Police
5 the grievance shall be initiated at step 2 of the Grievance Procedure and be
6 reviewed by the Chief of Police.

7 3. Steps 1 and 2, inclusive, of this Grievance Procedure shall be inapplicable to
8 grievances involving health and life insurance benefits. A grievance concerning
9 health insurance or life insurance benefits, other than a matter involving claims,
10 shall be submitted directly to the City Labor Negotiator for review within fifteen
11 (15) calendar days of the occurrence of the incident leading to such grievance.
12 Within fifteen (15) calendar days following receipt of such grievance by the City
13 Labor Negotiator, representatives of the MPA shall meet with the City Labor
14 Negotiator, or his/her designee, at a mutually convenient time and place in an
15 attempt to resolve the grievance. Following such meeting, the City Labor
16 Negotiator shall answer the grievance in writing setting forth the reasons for his/her
17 decision and submit same to the Association Grievance Committee Chairman
18 within twenty-five (25) calendar days of such meeting. If the grievance is not
19 settled, the Association may proceed to final and binding arbitration as hereinafter
20 provided.

21 4. All grievances and grievance appeals shall set forth the provision of the Agreement
22 and/or the rule or regulation of the Chief of Police under which the grievance was
23 filed. All appeals of duly filed grievances not submitted by the Association or
24 employee (hereinafter referred to as "member") within the time limit specified shall
25 be termed abandoned grievances and as such shall be considered as being resolved
26 in favor of the City and not subject to provisions of this GRIEVANCE AND

1 ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any
2 of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.
3 With the consent of the Association, the City Labor Negotiator may waive any of
4 the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE for
5 grievances involving economic matters; this waiver provision shall not apply to
6 grievances over matters of Departmental discipline.

- 7 5. In the event the Chief or Department takes a particular action which, in the
8 Association's view, results in a violation of the agreement and such action
9 adversely affects a number of members under circumstances that are essentially
10 identical, the MPA grievance committee may file a group grievance on their behalf
11 at the second step, within 15 calendar days of the occurrence of the incident
12 leading to such grievance. The group grievance shall identify by name, all
13 members alleged to have been adversely affected by such action. If the MPA
14 grievance committee is unable to identify all members of the group, by name,
15 within the time limit allowed for the filing of grievances, it shall specify those facts
16 which cause the adversely affected members to be identically situated in its view.
17 Before responding to the grievance, the Department shall provide the Association
18 with information or access to information reasonably necessary for the Association
19 to identify the members covered by the group grievance. The Association must
20 identify all members covered by the group grievance before appealing it to
21 arbitration. Alleged violations occurring after the occurrence of the incident giving
22 rise to the group grievance shall not be considered to be covered by the group
23 grievance, even if the facts are alleged to be essentially identical. In such a case,
24 separate grievances or group grievances must be timely filed in order to be
25 considered. Nothing herein is intended to preclude the parties from agreeing to
26 consolidate grievances and group grievances for purposes of arbitration.

1 B. STEPS IN THE GRIEVANCE PROCEDURE

2 STEP 1:

3 The aggrieved member shall reduce his/her grievance to writing on a provided
4 numbered form and shall present such written grievance to his/her Association
5 Steward. The Association Steward shall meet with the grievant and if the grievant
6 so desires and the Association Steward so determines, the Association Steward
7 shall present the written grievance to the grievant's district or bureau commanding
8 officer within fifteen (15) calendar days of the occurrence of the incident leading to
9 the grievance. Thereafter, the grievant, his/her Association Steward and his/her
10 district or bureau commanding officer together with the grievant's immediate
11 supervisor shall meet and discuss the grievance in a friendly manner and shall
12 make every effort to resolve the grievance. The district or bureau commanding
13 officer, if he/she deems it appropriate, may also discuss the grievance with the
14 grievant's shift commander and may include him/her in the meeting. Following
15 said meeting, the district or bureau commanding officer in consultation with the
16 grievant's shift commander and immediate supervisor shall answer the grievance in
17 writing, setting forth the reasons for his decision and submit same to the
18 Association Steward and the aggrieved within fifteen (15) calendar days of receipt
19 of the written grievance.

20 STEP 2

21 If the grievance is not resolved in step 1 above, the MPA Grievance Committee
22 Chairman, or his/her designee who shall be a member of the MPA bargaining unit,
23 may within fifteen (15) calendar days of the receipt of the Step 1 decision appeal
24 this decision to the Chief of Police. Failure to appeal said decision within said
25 period of time shall constitute a settlement of the grievance. Said appeal shall be in
26 writing and shall be submitted to the Chief of Police and therein a request shall be

1 made for a meeting with the Chief of Police to consider the decision from Step 1.
2 The Chief of Police and the Chief's Panel together with the MPA Grievance
3 Committee Chairman, or his/her designee who shall be a member of the MPA
4 bargaining unit, shall meet at a mutually agreeable time. The grievant shall be
5 entitled to be present at such appeal meeting and shall have the right to be
6 represented by the Grievance Committee Chairman, or his/her designee who shall
7 be a member of the MPA bargaining unit, and the parties shall discuss the Step 1
8 decision in good faith and attempt to resolve the matter. Within thirty (30)
9 calendar days of receipt of the written appeal to the grievance, unless the time
10 period is mutually extended by the parties, the Chief shall, in writing, advise the
11 Chairman of the MPA Grievance Committee and the grievant as to the Chief's
12 decision with respect to the grievance. If an Association grievance is not settled at
13 the second step, the Association may proceed to final and binding arbitration as
14 hereinafter provided.

15 II. GRIEVANCE ARBITRATION

16 A. Final and binding arbitration may be initiated by serving upon the Chief of Police and City
17 Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration
18 within 30 calendar days of receipt of the second step answer. Said notice shall identify the
19 grievance and the employees involved.

20 B. Arbitrators

- 21 1. Grievance appeals properly submitted for final and binding arbitration shall be
22 decided by one of two arbitrators mutually acceptable to the City and the
23 Association
- 24 2. The arbitrator's term of office shall run concurrent with the term of this Agreement
25 and shall automatically be renewed for an identical term unless one of the parties
26 submits to the other in writing an objection to such renewal no later than 30

1 calendar days prior to the expiration of the term. By mutual consent of the parties,
2 the individuals serving as arbitrator may be removed at any time. Upon non-
3 renewal, removal, or resignation of an arbitrator, either a new arbitrator, mutually
4 acceptable to both parties, per their understanding, shall be appointed, or, in the
5 even the parties, after 30 calendar days, are unable to agree on a mutually
6 acceptable arbitrator, the following language shall be substituted for subsection
7 B.1. of this Article:

8 Unless the parties can, within seven (7) calendar days following the receipt
9 of such written notice, agree upon the selection of an arbitrator, either party
10 may in writing request the Wisconsin Employment Relations Commission to
11 submit a list of five (5) ad hoc arbitrators to both parties. The parties shall,
12 within seven (7) calendar days of the receipt of said list, select the arbitrator
13 by alternately striking names from the list until one name remains. Such
14 person shall then become the arbitrator.

15 3. In accordance with the foregoing provisions and by their mutual consent the
16 parties agree to designate Richard McLaughlin and Amedeo Greco as the
17 arbitrators for the time period beginning on July 1, 2014. The parties further agree
18 that the presentation of grievances shall alternate between McLaughlin and Greco,
19 unless mutually agreed otherwise.

20 C. The arbitrator shall hold hearings at a time convenient to the parties, with the location of
21 such hearings alternating between the MPA offices and the offices of the City Hall
22 complex. The arbitrator shall take such evidence as in his/her judgment is appropriate for
23 the disposition of the dispute. Statements of position may be made by the parties and
24 witnesses may be called. In disputes involving application of rules or regulations of the
25 Milwaukee Police Department, the Chief of Police or his or her representative shall be
26 permitted to participate in the proceeding and to state the Department's position on the

1 dispute.

2 D. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement
3 or of the rules and regulations in arriving at a determination of any issue presented that is
4 proper for final and binding arbitration within the limitations expressed herein. The
5 arbitrator shall have no authority to grant wage increases or wage decreases.

6 E. The arbitrator shall expressly confine himself/herself to the precise issues submitted for
7 arbitration and shall have no authority to determine any other issue not so submitted to
8 him/her or to submit observations or declarations of opinion which are not directly
9 essential in reaching the determination.

10 F. In reviewing any difference over application of a departmental rule or regulation under
11 this grievance and arbitration procedure, the arbitrator shall take into account the special
12 statutory responsibilities granted to the Chief of Police under Section 62.50, Wisconsin
13 Statutes, 1977. The arbitrator shall not impair the ability of the Chief of Police to operate
14 the Department in accordance with the Statutory responsibilities under Section 62.50,
15 Wisconsin Statutes, 1977, nor shall he/she impair the authority of the Chief of Police to
16 maintain, establish and modify rules and regulations for the operation of the Police
17 Department, provided such rules and regulations are not in violation of the specific
18 provisions of this Agreement. In addition, the arbitrator shall not prohibit the Chief of
19 Police from executing Departmental rules and regulations in a fair and equitable manner.

20 G. All expenses which may be involved in the arbitration proceedings shall be borne by the
21 parties equally. However, the expenses relating to the calling of witnesses or the obtaining
22 of depositions or any other similar expense associated with such proceedings shall be
23 borne by the party at whose request such witnesses or depositions are required.

24 H. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and
25 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to
26 writing and shall be subject to Sections 788.08 through and including 788.15 of the

1 Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly
2 negated and of no force and effect in any arbitration under this Agreement.

3 I. It is contemplated by the provisions of this Agreement that any arbitration award shall be
4 issued by the arbitrator within sixty (60) calendar days after the notice of appointment
5 unless the parties to this Agreement shall extend the period in writing by mutual consent.

6 J. The arbitrator shall submit in writing his/her award to the parties.
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ARTICLE 8

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Association pledges itself to make every effort to maintain unimpaired the police service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department.
2. Should one or more members of the bargaining unit, during the term of this Contract or any extension thereof, breach the obligations of Subsection 1, the City Labor Negotiator shall immediately notify the officers of the Association that a prohibited action is in progress.
3. The Association shall forthwith, and in any event, within twelve (12) hours, by the senior responsible officer of the Association, disavow said strike, shall order its member or members in writing to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively accept the responsibility for the strike.
4. If the Association disavows the prohibited activity, the City shall not hold the Association financially responsible and the Association shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants. Such penalties may include:
 - a. Discharge
 - b. Loss of Compensation, vacation benefits and holiday pay.
5. There shall be no lockout by the City during the term of this Agreement.

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ARTICLE 9

DEFINITIONS

1. "Active Service"

"Active Service," as used herein, shall mean the performance of assigned duties in accordance with the HOURS OF WORK provision of this Agreement and shall include time spent by employees on paid leave as provided for herein but shall not include any time spent by employees on leave without pay. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while employed as a member of the police force prior to the execution date of this Agreement. For purposes of interpretation and construction of the provisions of this Agreement, an employee in the Police Officer job classification shall not accrue credit towards length of service during his probationary period; provided, however, upon completion of his probationary period and attaining regular status in the Police Officer job classification, the employee shall be entitled to retroactive credit towards his length of service from time spent in active service as a probationary employee in the Police Officer job classification.

3. "Employees Covered By This Agreement"

Employees employed in the Milwaukee Police Department, in active service in the following position classifications, shall be covered by this agreement during its term so long as they remain in active service and within such classifications:

- Police Officer
- Detective
- Forensic Investigator
- Document Examiner
- Police Alarm Operator

- 1 Police Matron
- 2 Assistant Custodian of Police Property and Stores
- 3 Police Electronic Technician
- 4 Chief Document Examiner
- 5 Custodian of Police Property and Stores
- 6 Narcotics Control Officer
- 7 Police Audio-Visual Specialist
- 8 Court Liaison Officer
- 9 Latent Print Examiner
- 10 Computer Aided Dispatch System Specialist
- 11 Police Data Communications Specialist
- 12 Identifications Systems Specialist
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14 4. "Employees," as used herein shall mean employees covered by this agreement as hereinbefore
15 defined.

16 5. "City," as used herein, shall include any person, agent or instrumentality acting on behalf of the
17 City within the scope of its authority, express or implied.

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ARTICLE 10

BASE SALARY

A. The biweekly rates of pay for 2013, 2014, and 2015 shall have a common pay step for each classification regardless of hire date and will adjust the PP14, 2012 rates of pay as follows:

- Effective PP 1, 2013 a 2.0% across the board increase over the PP 26, 2012 rates of pay.
- Effective PP 14, 2013 a 0.5% across the board increase over the PP 13, 2013 rates of pay.
- Effective PP 1, 2014 a 2.0% across the board increase over the PP 26, 2013 rates of pay.
- Effective PP 14, 2014 a 0.5% across the board increase over the PP 13, 2014 rates of pay.
- Effective PP1, 2015 a 2.25% across the board increase over the PP 26, 2014 rates of pay.
- Effective PP 14, 2015 a 0.25% across the board increase over the PP 13, 2015 rates of pay.

B. The biweekly rates of pay for 2016 and 2017 for those employees hired on or after October 3, 2011 will adjust the PP 26, 2015 biweekly rates as follows:

- Effective PP 1, 2016 add \$28.77 to PP 26, 2015 biweekly rates of pay and then add a 2.5% across the board increase.
- Effective PP14, 2016 a 0.5% across the board increase over the PP 13, 2016 rates of pay.
- Effective PP 1, 2017 a 2.0% across the board increase over the PP 27, 2016 rates of pay.

C. The biweekly rates or pay for 2016 and 2017 for those employees hired prior to October 3, 2011 will adjust the PP26, 2015 biweekly rates as follows:

- Effective PP 1, 2016 a 1.5% across the board increase over the PP 26, 2015 rates of pay for employees hired prior to October 3, 2011 until such time as the pending litigation, referenced in Article 19, regarding pension contributions is resolved. At that time this group will receive, retroactive to PP 1, 2016, \$28.77 biweekly and a 0.5% across the board increase.
- Effective PP 14, 2016 a 0.5% across the board increase over the PP 13, 2016 rates of pay.
- Effective PP 25, 2016 a 0.5% across the board increase over the PP 24, 2016 rates of pay.
- Effective PP 1, 2017 a 2.0% across the board increase over the PP 27, 2016 rates of pay.

With respect to the employees hired prior to October 3, 2011 the following language (for 2016 and following) will be included for that group immediately preceding the specified pay rates for the classifications:

- “Commencing Pay Period 1, 2016, employees hired prior to October 3, 2011 who make the member contribution in accordance with the provisions of Article 19, paragraph 6, of this Agreement shall receive a 5.8% pension offset payment. The pension offset payment to the employee will continue to be made as long as the employee makes the member contribution. If the employee does not make the member contribution, the 5.8% pension offset payment will no longer be paid to the employee. The pension offset payment made to such eligible employee shall be base building and pensionable.”

1. Commencing Pay Period 1, 2010 (December 27, 2009), the biweekly base salary paid to employees shall be as follows:

- a. Police Officer^{1/}
 Police Matron
 Assistant Custodian of Police Property and Stores

 Step 1. \$1,807.37.
 Step 2. \$1,983.09
 Step 3. \$2,210.45
 Step 4. \$2,297.67
 Step 5. \$2,431.94

^{1/} Receives \$20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

- b. Court Liaison Officer
 Forensic Investigator
 Narcotics Control Officer
 Police Alarm Operator

 Step 1. \$2,384.90
 Step 2. \$2,460.17
 Step 3. \$2,538.67

- c. Custodian of Police Property and Stores

 Step 1. \$2,460.17
 Step 2. \$2,538.67
 Step 3. \$2,623.17

- d. Detective
 Document Examiner
 Police Data Communications Specialist
 Latent Print Examiner

 Step 1. \$2,510.54
 Step 2. \$2,609.20
 Step 3. \$2,711.88

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e. Police Electronic Technician
Computer Aided Dispatch System Specialist

Step 1. \$2,623.17
Step 2. \$2,713.64
Step 3. \$2,804.16

f. Chief Document Examiner
Identification Systems Specialist

Step 1. \$2,713.64
Step 2. \$2,804.16
Step 3. \$2,894.73

g. Police Audio Visual Specialist

Step 1. \$2,609.20
Step 2. \$2,711.88
Step 3. \$2,818.62
Step 4. \$2,929.60
Step 5. \$3,044.91
Step 6. \$3,164.97

2. Commencing Pay Period 1, 2011 (December 26, 2010), the biweekly base salary paid to employees shall be as follows:

a. Police Officer^{1/}
Police Matron
Assistant Custodian of Police Property and Stores

Step 1. \$1,826.55
Step 2. \$2,002.27
Step 3. \$2,229.63
Step 4. \$2,316.85
Step 5. \$2,451.12

^{1/} Receives \$20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

b. Court Liaison Officer
Forensic Investigator
Narcotics Control Officer
Police Alarm Operator

Step 1. \$2,404.08
Step 2. \$2,479.35
Step 3. \$2,557.85

c. Custodian of Police Property and Stores

- 1 Step 1. \$2,479.35
 2 Step 2. \$2,557.85
 3 Step 3. \$2,642.35
 4
 5 d. Detective
 6 Document Examiner
 7 Police Data Communications Specialist
 8 Latent Print Examiner
 9
 10 Step 1. \$2,529.72
 11 Step 2. \$2,628.38
 12 Step 3. \$2,731.06
 13
 14 e. Police Electronic Technician
 15
 16 Specialist Computer Aided Dispatch System
 17 Step 1. \$2,642.35
 18 Step 2. \$2,732.82
 19 Step 3. \$2,823.34
 20
 21 f. Chief Document Examiner
 22 Identification Systems Specialist
 23
 24 Step 1. \$2,732.82
 25 Step 2. \$2,823.34
 26 Step 3. \$2,913.91
 27
 28 g. Police Audio Visual Specialist
 29
 30 Step 1. \$2,628.38
 31 Step 2. \$2,731.06
 32 Step 3. \$2,837.80
 33 Step 4. \$2,948.78
 34 Step 5. \$3,064.09
 35 Step 6. \$3,184.15
 36

37 3. Commencing Pay Period 1, 2012 (December 25, 2011), the biweekly base salary paid to
 38 employees shall be as follows:
 39

40 a. Police Officer^{1/ 2/}
 41 Police Matron
 42 Assistant Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
43 Academy	\$1,417.01		
44 Step 1.	\$1,889.35	1,905.03	1,924.63
45 Step 2.	\$2,068.94	2,084.61	2,104.22
46 Step 3.	\$2,301.30	2,316.98	2,336.58
47 Step 4.	\$2,390.44	2,406.12	2,425.72
48 Step 5.	\$2,527.66	2,543.34	2,562.94
49			2,570.78
50			2,433.56

51
 52 ^{1/} Receives \$20.00 additional biweekly while assigned to motorcycle duty in accordance
 53 with MOTORCYCLE PAY provision of the labor contract.

1 2/ Upon graduation from the Academy an employee shall move to step 1.

2				
3	b.	Court Liaison Officer		
4		Forensic Investigator		
5		Narcotics Control Officer		
6		Police Alarm Operator		
7		Associate's Degree	Bachelor's Degree	Master's Degree
8		or 64 Credits		or Higher
9		Step 1. \$2,456.972,472.652,492.25	2,500.09	
10		Step 2. \$2,533.902,549.572,569.18	2,577.01	
11		Step 3. \$2,614.122,629.802,649.40	2,657.24	
12				
13	c.	Custodian of Police Property and Stores		
14		Associate's Degree	Bachelor's Degree	Master's Degree
15		or 64 Credits		or Higher
16		Step 1. \$2,533.902,549.572,569.18	2,577.01	
17		Step 2. \$2,614.122,629.802,649.40	2,657.24	
18		Step 3. \$2,700.482,716.162,735.76	2,743.60	
19				
20				
21	d.	Detective		
22		Document Examiner		
23		Police Data Communications Specialist		
24		Latent Print Examiner		
25		Associate's Degree	Bachelor's Degree	Master's Degree
26		or 64 Credits		or Higher
27		Step 1. \$2,585.372,601.052,620.65	2,628.49	
28		Step 2. \$2,686.202,701.882,721.48	2,729.32	
29		Step 3. \$2,791.142,806.822,826.42	2,834.26	
30				
31	e.	Police Electronic Technician		
32		Computer Aided Dispatch System Specialist		
33		Associate's Degree	Bachelor's Degree	Master's Degree
34		or 64 Credits		or Higher
35		Step 1. \$2,700.482,716.162,735.76	2,743.60	
36		Step 2. \$2,792.942,808.622,828.22	2,836.06	
37		Step 3. \$2,885.452,901.132,920.73	2,928.57	
38				
39	f.	Chief Document Examiner		
40		Identification Systems Specialist		
41		Associate's Degree	Bachelor's Degree	Master's Degree
42		or 64 Credits		or Higher
43		Step 1. \$2,792.942,808.622,828.22	2,836.06	
44		Step 2. \$2,885.452,901.132,920.73	2,928.57	
45		Step 3. \$2,978.022,993.693,013.30	3,021.13	
46				
47	g.	Police Audio Visual Specialist		
48		Associate's Degree	Bachelor's Degree	Master's Degree
49		or 64 Credits		or Higher
50		Step 1. \$2,686.202,701.882,721.48	2,729.32	
51		Step 2. \$2,791.142,806.822,826.42	2,834.26	
52		Step 3. \$2,900.232,915.912,935.51	2,943.35	

Step 4. \$3,013.653,029.333,048.93 3,056.77
 Step 5. \$3,131.503,147.183,166.78 3,174.62
 Step 6. \$3,254.203,269.883,289.48 3,297.32

4. Commencing Pay Period 14, 2012 (June 24, 2012), the biweekly base salary paid to employees shall be as follows:

a. Police Officer^{1/ 2/}
 Police Matron
 Assistant Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Academy	\$1,436.15		
Step 1.	\$1,914.86	1,930.75	1,950.61
Step 2.	\$2,096.87	2,112.75	2,132.63
Step 3.	\$2,332.37	2,348.26	2,368.12
Step 4.	\$2,422.71	2,438.60	2,458.47
Step 5.	\$2,561.78	2,577.68	2,597.54

^{1/} Receives \$20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.
^{2/} Upon graduation from the Academy an employee shall move to step 1.

b. Court Liaison Officer
 Forensic Investigator
 Narcotics Control Officer
 Police Alarm Operator

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,490.14	2,506.03	2,525.90
Step 2.	\$2,568.11	2,583.99	2,603.86
Step 3.	\$2,649.41	2,665.30	2,685.17

c. Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,568.11	2,583.99	2,603.86
Step 2.	\$2,649.41	2,665.30	2,685.17
Step 3.	\$2,736.94	2,752.83	2,772.69

d. Detective
 Document Examiner
 Police Data Communications Specialist
 Latent Print Examiner

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,620.27	2,636.16	2,656.03
Step 2.	\$2,722.46	2,738.36	2,758.22
Step 3.	\$2,828.82	2,844.71	2,864.58

e. Police Electronic Technician
 Computer Aided Dispatch System Specialist

		Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,736.94	2,752.83	2,772.69	2,780.64
Step 2.	\$2,830.64	2,846.54	2,866.40	2,874.35
Step 3.	\$2,924.40	2,940.30	2,960.16	2,968.11

f. Chief Document Examiner
Identification Systems Specialist

		Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,830.64	2,846.54	2,866.40	2,874.35
Step 2.	\$2,924.40	2,940.30	2,960.16	2,968.11
Step 3.	\$3,018.22	3,034.10	3,053.98	3,061.92

g. Police Audio Visual Specialist

		Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,722.46	2,738.36	2,758.22	2,766.17
Step 2.	\$2,828.82	2,844.71	2,864.58	2,872.52
Step 3.	\$2,939.38	2,955.27	2,975.14	2,983.09
Step 4.	\$3,054.33	3,070.23	3,090.09	3,098.04
Step 5.	\$3,173.78	3,189.67	3,209.53	3,217.48
Step 6.	\$3,298.13	3,314.02	3,333.89	3,341.83

5. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.
6. Employees completing one year of active service within a pay step other than the highest pay step

1 shall advance to the next higher pay step of their classification. Employees in active service shall
2 have time spent receiving a duty disability retirement allowance counted as active service for
3 purposes of computing current and prospective pay step advancement.

4 7. Base salaries of employees shall be paid biweekly and shall be in compensation for the full
5 performance of the regularly scheduled hours of work for the given biweekly pay period in
6 accordance with the HOURS OF WORK provision of this Agreement. When less than the full
7 schedule of hours is worked by an employee during any such biweekly pay period, the employee's
8 biweekly base salary shall be reduced by an amount equivalent to one-eightieth (1/80) of his/her
9 biweekly base salary for each hour or fraction thereof to the nearest 0.1 of an hour during which
10 work is not performed.

11 8. The parties agree that where the City deems it necessary to aid recruitment, the City may make
12 reallocations or change recruitment rates during the term of this Agreement; however, in such
13 cases, the City agrees to inform the Association prior to implementing such changes.

14 9. The City reserves the right to make classification changes, but said changes shall not operate to
15 reduce the salary of current incumbents. These changes shall not be subject to arbitration under
16 any established grievance procedure.

17 10. While occupying the Police Matron classification, employees shall be entitled to the same
18 biweekly base salary paid to employees occupying the Police Officer classification; they shall be
19 paid at the numbered pay step for the Police Officer classification which corresponds to their pay
20 step in the Police Matron classification.

21 11. All employees shall participate in direct deposit of paychecks.

22 12. The parties elect not to be bound by the required frequency of wage payment provision of
23 §109.03 (1) (a), Stats., in respect to retroactive wages payable under the terms of this Agreement.
24 Retroactive wage payments under the terms of this Agreement shall be paid no later than sixty
25 days from the execution of this Agreement. For purposes of this provision, the execution date of
26 this Agreement shall be the date the resolution approving this Agreement is approved by the

1 Mayor.

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ARTICLE 11

LONGEVITY PAY

1. Except as provided in subsection 3 of this Article, below, each employee covered by this Agreement at the close of the calendar year who has completed at least ten (10) years of service but less than fifteen (15) years of service as of that time shall be eligible to receive \$300, each employee covered by this Agreement at the close of the calendar year who has completed at least fifteen (15) years of service but less than twenty (20) years of service as of that time shall be eligible to receive \$550, and each employee covered by this Agreement at the close of the calendar year who has completed twenty (20) or more years of service as of that time shall be eligible to receive \$900. An employee's "years of service," as used herein, shall mean his/her active service as a member of the WERC-certified bargaining unit represented by the Association or its predecessor, the Professional Policemen's Protective Association.
2. Except as provided in subsection 3 of this Article, below, payments earned under these provisions shall be made as soon as is administratively practicable after December 31.
3. An employee retiring on normal pension, or resigning voluntarily from the Police Department shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. For purposes of determining eligibility for the benefits provided in subsection 1, above, years of service shall be computed as of the effective date of the employee's normal retirement or voluntary resignation. Payments earned hereunder shall be made as soon as

1 is administratively practicable after the employee's retirement or voluntary resignation; the
2 employee contribution required under subsection 5.b., below, shall be deducted from these
3 payments. All other provisions of this Article shall apply unchanged.

4 4. Except as provided in subsection 5 of this Article, below, payments made under the provisions of
5 this Article shall not be included in the determination of overtime compensation or any other
6 fringe benefits.

7 5. Employees in active service who retire from active service on normal pension shall have their
8 Longevity Pay benefits included in final average salary for purposes of computing their service
9 retirement allowance. For purposes of interpretation and construction of the provisions of this
10 Article:

11 a. The Longevity Pay benefit to which the employee is entitled to include in the Final
12 Average Salary computation shall be an amount equal to the Longevity Pay payment the
13 employee received for December 31 of the calendar year immediately preceding the
14 employee's effective date of retirement. For such employees who retire after December
15 31, 1997, and who have attained 20 years or more of service by the end of the calendar
16 year which includes their effective date of retirement, that amount shall be the longevity
17 pay payment the employee would have received had he or she remained in active service
18 for the calendar year which includes his or her effective date of retirement.

19 b. Employees shall be required to contribute to their respective City pension funds \$1.00 of
20 the Longevity Pay payment they received for that year. The contribution shall be a payroll
21 deduction made at the time the payment is made.

22 6. Employees in active service shall have time spent receiving a duty disability retirement allowance
23 counted as active service for purposes of computing current and prospective longevity benefits.

24 7. An employee who is on detached status under the Contract Administration provisions of this
25 Agreement or an employee who has returned to active duty from detached status under the
26 Contract Administration provisions of this Agreement, or a prior Agreement between the City and

1 the Association, shall be entitled to these benefits under the terms and conditions set forth if the
2 combination of his/her "years of service," as defined in paragraph 1., hereof, and his/her service
3 in detached status establish eligibility therefore.

4 8. An employee on a military leave of absence for performance of duty as a member of the State of
5 Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall
6 be eligible for Longevity Pay benefits for a calendar year prorated on the basis of the employee's
7 active service with the Department in that calendar year subject to the following:

8 a. The military leave is a result of being called to, or volunteering for, active duty under the
9 authority granted to the President of the United States or the Congress of the United States
10 for a period of more than 30 calendar days;

11 b. The length of service requirements provided in section 1., above, shall determine the
12 amount of Longevity Pay benefits to which the employee is entitled;

13 c. Length of service shall be calculated as of the effective date the employee separated from
14 active service with the Department and began his/her unpaid military leave of absence.

15 d. For purposes of prorating Longevity Pay benefits, an employee on the Police Department
16 payroll for at least 14 days in a calendar month shall be deemed as having been on the
17 payroll for the full calendar month; in the event the employee is on the Police Department
18 payroll less than 14 days in a calendar month, then the employee shall be deemed as not
19 having been on the payroll at all during the calendar month.

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ARTICLE 12

SPECIAL DUTY AND TEMPORARY ASSIGNMENT PAY

1. Each employee in the Police Officer job classification shall be paid an additional amount for time spent underfilling the position of Desk Sergeant at the direction of his commanding officer. The additional amount for each hour of time so spent shall be equivalent to the difference between the base salary hourly rate of step one of Pay Range 808 and the Police Officer's base salary hourly rate.
2. Effective Pay Period 11, 1995, employees in the Police Officer classification who are assigned or continue to be assigned by the Chief to the Communication Operations Division to perform dispatch duties and the two Police Officers who are assigned or continue to be assigned to the Court Administration Section to perform work as court coordinators shall be entitled to receive temporary assignment pay for all active service in such assignments. For purposes of this paragraph only, temporary assignment pay is defined as a flat dollar amount equal to the difference between the maximum bi-weekly pay rate for pay range 801 and the maximum bi-weekly pay rate for pay range 804.
3. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
4. Effective at the start of the first full pay period following execution of the 1998-2000 Agreement, the two individuals who are currently underfilling the position of Court Liaison Officer shall be appointed, through the appropriate procedures set forth by law, to that position.

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ARTICLE 13

MOTORCYCLE PAY

1. Motorcycle traffic patrol duty shall also include the time spent performing the duties and responsibilities associated with winter storage of the officer's assigned motorcycle. Such duties shall be prescribed by the Chief of Police, who may, from time to time, change them. The duties shall include, but not be limited to, frequent visual inspection, periodic recharging of the motorcycle's battery, performing the prescribed shut down procedure at the beginning of winter storage and a start up procedure at the end of winter storage and washing and waxing the motorcycle. The duration of time spent by an employee in the performance of winter storage duties shall not exceed 1½ hours per month; no employee shall devote more time to such duties without obtaining prior authorization from the employee's commanding officer.
2. A motorcycle shall be stored only in a private storage area approved by the Chief. The period of winter storage shall be determined by the Chief of Police.
3. For the duration of the winter storage period, an officer who maintains his/her assigned motorcycle in an approved private storage area shall receive \$20.00 biweekly in addition to base salary in lieu of any other compensation for the duties (and the expected amount of time devoted to those duties) described in sections 1 and 2, above.
4. Except as modified by sections 1 through 3, all heretofore existing administrative procedures associated with the \$20.00 biweekly payments received by employees assigned to motorcycle traffic patrol duty shall remain unchanged.
5. Winter storage of City motorcycles and compensation therefore, as set forth in sections 1 through 4, may be terminated at any time at the sole discretion of the Chief of Police.

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ARTICLE 14

HOURS OF WORK

1. The normal hours of work for employees covered by this Agreement shall consist of work shifts of eight (8) consecutive hours which in the aggregate results in an average normal work week of forty (40) hours.
2. Within the normal hours of work, any shift assignment of eight consecutive hours, which is of 10 consecutive eight-hour work shifts in duration or longer, with each eight-hour work shift starting at the same time or in the case of special assignments such as vice-squad with possible differing starting times for each eight-hour work shift shall be deemed to be a regularly scheduled eight-hour shift assignment; except that within the normal hours of work Christmas Store detail or Summerfest detail shall also constitute a regularly scheduled eight-hour shift assignment. The regularly scheduled eight-hour shift assignment of employees assigned to the Professional Performance Division (PPD) who perform duties traditionally performed by PPD, including criminal investigations of department members and investigations of claims to which the department is a party, shall be established in the same manner as that of employees assigned to the vice-squad as stated above.
3. The regularly scheduled eight-hour shift shall be established by the Chief of Police in accordance with the requirements set forth above.
4. Except on those occasions when an emergency situation exists, if the Department desires to change the off days falling within a single pay period for a member who otherwise continues to be assigned to the same schedule and off day group, the member must be given personal notice of such change, at least seven days prior to the start of the pay period in question. If the Department fails to give such notice, all hours worked on either of the off days in question shall be treated as falling outside the regularly scheduled eight-hour shift, as provided in Article 15.

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ARTICLE 15

OVERTIME

1. DEFINITION:

Overtime shall be all authorized assignments outside the regularly scheduled eight-hour shift as hereinbefore defined under the Article “Hours of Work.” Notwithstanding the fact that trade off of work assignments or other rescheduling of work assignments authorized by the Department at the request of the employee results in work assignments outside of the regularly scheduled eight-hour shift, such time shall not be considered overtime.

2. OVERTIME RATES

- a. Overtime earned as a result of training time or roll-call time shall be compensated for at base salary rates (1X).
- b. Overtime earned as a result of court time shall be compensated as follows:
 - (1) Each court appearance less than or equal to two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates (1½X); however, a minimum of two and one-half (2½) hours’ pay at one and one-half base salary rates (1½X) shall be granted employees covered by this Agreement when said employees are officially required to appear in court on their own time, provided said employees are excused before completing the two and one-half (2½) hour minimum.
 - (2) Each court appearance greater than two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates (1½X) for the entire time of

1 such appearance.

2 (3) Notwithstanding the foregoing, within any court appearance, the first hour of
3 court-ordered lunch time shall be unpaid.

4 (4) Parking During Court Overtime Appearance

5 Subject to the following terms and conditions, the City will provide employees
6 with City-paid parking at MacArthur Square parking facility (located at 841 N.
7 James Lovell Street) when they are on authorized Police Department business
8 during off-duty hours as a result of either a court overtime assignment or when
9 ordered to the Police Department Administration Building by a commanding
10 officer:

11 (a) If the MacArthur Square parking facility has no available parking space,
12 the City will honor parking receipts from the MATC parking facility.

13 (b) Each instance of City-paid parking shall be limited to:

14 i. Court Overtime

15 The duration of the employee's court overtime appearance
16 beginning at the time the employee is required to be in court,
17 ending at the time the employee is released by the court and
18 including a reasonable amount of time for the employee to get to
19 and from his/her parked vehicle. An employee assigned to the
20 early shift on a regular basis who receives City-paid parking
21 hereunder as a result of a court appearance during his/her off-duty
22 hours shall also be entitled to an extension of such parking until the

1 end of his/her assignment on that date if he/she is assigned to early
2 shift duty on that date and the conclusion of the court appearance
3 falls within two hours of the start of his/her shift.

4 ii. Authorized Departmental Business at Police Administration
5 Building

6 The duration of the employee's appearance at the Police
7 Administration Building beginning at the time the employee is
8 required to be there, ending at the time the employee is released by
9 the Department and including a reasonable amount of time for the
10 employee to get to and from his/her parked vehicle.

11 (c) In order to receive City-paid parking benefits, the employee shall,
12 immediately following the conclusion of a court appearance, present the
13 court overtime time card for that appearance and the designated parking
14 facility receipt covering the time period of the appearance to a supervisory
15 police officer designated by the Police Department Administration. The
16 overtime card shall indicate the duration of the court appearance. Based
17 on the overtime card, the designated supervisory officer shall authorize the
18 payment of the parking fee to cover the time period of the court
19 appearance and a reasonable amount of time for the employee to get to
20 and from his/her vehicle and the court. The time allowed to get to and
21 from the employee's parked vehicle and the court shall be the same as in
22 provided in Departmental Order #8947, adopted November 27, 1984.

1 This Order provides that each instance of City-paid parking shall be
2 limited to the duration of the employees' court overtime appearance and
3 include actual time up to 30 minutes prior to the start of the court overtime
4 and no more than 30 minutes after the conclusion of the court overtime.
5 City-paid parking benefits associated with an employee's appearance at
6 the Police Department Administration Building during off-duty hours on
7 authorized Departmental business pursuant to order of a commanding
8 officer shall be administered in accordance with procedures established for
9 that purpose by the Police Department Administration.

10 (d) The City shall be held harmless against any and all claims, actions and
11 lawsuits relating to theft or personal property damage brought against the
12 City by employees using parking facilities pursuant to the parking
13 allowance benefits provided herein. The City shall be held harmless
14 against any and all claims, lawsuits, actions, damages and judgments due
15 to the employee's operation of his or her private vehicle at parking
16 facilities which are subject to the parking allowance benefits provided
17 herein. Nothing herein would operate to relieve the City of any liability it
18 may have arising from its actions or omissions or preclude the employee
19 from pursuing any rights or claims he/she may have under Wisconsin
20 State Statute 895.46.

21 c. Overtime earned as a result of an authorized eight-hour shift assignment which falls
22 outside the regularly scheduled eight-hour shift in whole or in part and which because of

1 the nature of the work performed does not fall within 2.a. or 2.b., above, shall be
2 compensated at one and one-half (1½X) the base salary rate, except that if an employee's
3 regularly scheduled eight-hour shift, as established by the HOURS OF WORK provision
4 of this Agreement, is changed, then all time worked on the new regularly scheduled
5 eight-hour shift shall be compensated at (1X) the base salary rate.

6 d. Overtime earned as a result of an authorized assignment outside of the regularly scheduled
7 shift which does not fall within 2.a., 2.b. or 2.c., above, shall be compensated at one and
8 one-half (1½X) the base salary.

9 3. OVERTIME PAYMENTS

10 a. Definitions

11 (1) Compensatory Time Off Balance (CTB)

12 The term "compensatory time off balance (CTB)", as used in subsection 3 of this
13 Article, shall mean the unused amount of overtime the employee has earned that
14 was compensated in time off instead of cash.

15 (2) Overtime Earned

16 The term "overtime earned," as used in subsection 3 of this Article, shall mean the
17 amount of overtime worked times the rate at which it is compensated; for example,
18 one hour of overtime worked that is compensated at straight time rates (1X)*¹
19 under this Article shall equal one hour of overtime earned and one hour of overtime
20 worked that is compensated at a rate of time and one-half (1½X) under this Article
21 shall equal 1½ hours of overtime earned.

22 b. Payment

23 All overtime earned for work performed during the term of this Agreement, shall be paid
24 for in cash except that:

¹ *Less than two and one half hours of Court Overtime worked shall equal two and one half hours of overtime earned at 1.5X Base Salary.

- 1 (1) If an employee's compensatory time off balance (CTB) recorded on the most
2 current Police Department Personnel Status Report is less than 225 hours, the
3 employee may elect to be compensated in time off instead of cash for each
4 instance of overtime work performed after issuance of the most current Status
5 Report until issuance of the next Status Report which indicates the employee's
6 CTB is equal to or greater than 225 hours.
- 7 (2) An employee may use compensatory time off on dates he/she has requested
8 provided the employee gives his/her commanding officer reasonable advance
9 notice of the dates requested and the dates are determined available by the
10 commanding officer in accordance with the needs of the Police Service. The
11 processing of requests for use of compensatory time off shall be on a first-come,
12 first-served basis. Decisions made by the employee's commanding officer with
13 respect to the availability of the dates the employee has requested shall be subject
14 to all of the provisions of subsections 3.b. (3) and (4).
- 15 (3) The parties recognize and shall implement the U.S. Department of Labor's position
16 that prior to denying a request to use accrued compensatory time, and even when
17 granting the request would bring operations below prescribed staffing levels, an
18 employer must first attempt operational alternatives to fill its prescribed staffing
19 levels by using replacement officers at premium overtime rates when required by
20 the FLSA. Accordingly, the City, working with and through the Milwaukee
21 Police Association, has established a system which guarantees that no one is
22 denied compensatory time off when prescribed staffing levels can be met through
23 a replacement (paid at FLSA premium rates where they apply). If a police officer
24 is denied a request to use compensatory time on the regularly scheduled shift that
25 the officer has requested, whether on the basis of prescribed staffing levels or for
26 any other reason(s), the provisions enumerated as subsections (a) through (k) at

1 the end of this paragraph will be utilized in order to obtain, when at all possible, a
2 suitable replacement for the officer, excepting under the following circumstances
3 in which the below-described duties fall within the officer's regularly scheduled
4 shift:

5 (aa) where that police officer is required to testify at a hearing, trial, or
6 other proceeding on behalf of the City (including, *inter alia*, Fire and Police
7 Commission meetings or hearings, grievance arbitrations, or lawsuits) to the
8 exclusion of any other police officer, and where he or she has not been
9 subpoenaed to testify;

10 (bb) where a police officer is mandated to appear at a charging
11 conference in the office of the District Attorney, or before any other public
12 prosecutor, and where his or her involvement in the arrest or other pertinent
13 events mandates that the police officer appear to the exclusion of any other
14 police officer; and

15 (cc) in those circumstances where the police officer (excluding those
16 assigned to the Patrol Bureau and excepting those police officers assigned
17 to the Patrol Support Division), possesses unique technical skills which are
18 required to be made available to the Police Department during a particular
19 period of time. In the event that an officer is denied compensatory time off
20 (or is initially granted compensatory time off and is subsequently denied)
21 under this subsection (cc), s/he shall be compensated at the rate of 1-1/2x
22 (or 2x if cancelled within 24 hours of the start of the compensatory time
23 previously granted) for all hours of that shift for which compensatory time
24 off had been requested if the following conditions are satisfied prior to
25 notification by the Department that s/he would be required to work during
26 that time:

- 1 1. the officer made arrangements for a replacement; and
- 2 2. both the officer requesting compensatory time off and the replacement
- 3 executed and filed with the Department the forms specified in Article
- 4 15 Section 3.b.(3)(l), of this paragraph, below.

5 The Chief of Police shall develop a form, which will be posted at each work
6 location throughout the Police Department, upon which employees seeking
7 replacements may identify themselves and the pertinent date(s). The availability of
8 this form shall not preclude the use of replacements obtained by police officers
9 through other means. The following conditions will apply to replacements obtained
10 under this subsection. If these conditions are fulfilled, the replacement will work
11 in place of the employee who has requested the use of compensatory time off and
12 that request shall be granted.

13 (a) Arrangements for a replacement must be made and confirmed at least 48
14 hours in advance of the start of the compensatory time which is to be taken
15 off.

16 (b) The replacement worker is within the same “box” as shown on the
17 “Milwaukee Police Department Organizational Chart” attached hereto as
18 page 1 of Appendix G (as may be in effect, modified or changed from
19 time to time by the Department or the Fire and Police Commission) as the
20 employee exercising his/her right to use compensatory time off, except as
21 specifically provided on page 2 of Appendix G or unless the employee’s
22 commanding officer in his or her discretion approves a replacement
23 obtained by the employee from a different “box.” In the event that the
24 Department or the Fire and Police Commission modifies the

1 organizational chart, the parties will immediately engage in collective
2 bargaining to provide for reasonably comparable access to replacement
3 workers.

4 (c) The replacement must have more than one (1) year of service from date of
5 hire and must have completed field training.

6 (d) The replacement must be of the same rank as the employee requesting use
7 of compensatory time off.

8 (e) The replacement will be permitted to work as a replacement only on a day
9 when he/she would otherwise be on a regular day off.

10 (f) An employee is ineligible to work as a replacement for more than two (2)
11 regular off days in a pay period.

12 (g) An employee is ineligible to work as a replacement for more than four (4)
13 hours during a shift that immediately precedes or follows that employee's
14 regular work shift, not to exceed two (2) occasions per pay period.
15 However, if, because of staggered shifts, the shift of the officer who is
16 being replaced ends or begins one hour before or after the shift of the
17 replacement officer, such shift shall be deemed to "immediately" precede
18 or follow the replacement's regular work shift. When this occurs, the
19 replacement shall work the one-hour of gap (for a maximum of five (5)
20 hours work), which gap time shall be compensated as if it was regular
21 replacement time, as specified in subsection (h), immediately below.

22 (h) The regular shift replacement hours will be compensated in cash at

1 straight-time (1X) rates (except for the four (4) contractual holidays
2 specified at Article 32 paragraph 1 of this Agreement which will be paid at
3 1½X Base Salary). Time worked as a replacement under this subsection
4 shall be counted as “hours worked” for FLSA purposes, so long as the
5 requirements of the FLSA apply to the City.

- 6 (i) The replacement will not receive out-of-shift premium.
- 7 (j) The replacement shall be subject to all of the obligations applicable to any
8 employee who is regularly scheduled for duty.
- 9 (k) If the replacement reports sick on a day when he/she is scheduled to work
10 as a replacement, he/she will be ineligible thereafter to work as a
11 replacement for a period of 90 days. If the replacement reports injured
12 off-duty on a day when he/she is scheduled to work as a replacement, the
13 replacement will be ineligible thereafter to work as a replacement for a
14 period of 90 days unless: (1) the off-duty injury occurred subsequent to
15 the time at which the replacement agreed to serve in that capacity; and (2)
16 the replacement provides medical substantiation of the off-duty injury.
- 17 (l) A replacement will, at the time of his/her selection, execute on a
18 form prescribed by the Chief of Police his/her agreement to serve as a
19 replacement in accordance with the terms and conditions of this
20 Agreement. The officer taking compensatory time off who arranged for
21 the replacement will also execute this form.

22 (4) An officer, at his/her option and under preexisting practices, may also seek a “body-for-

1 body” trade as allowable under 29 C.F.R. § 553.31 (“Substitution”) in order to use
2 compensatory time off when desired. This shall not be a prerequisite to the procedure set
3 forth in subsection 3.b.(2) and (3) for obtaining a replacement.

4 c. Compensatory Time Off Segments

5 (1) Subject to the terms and conditions provided for in subsection 3.b.(2) of this
6 Article, above, and except as provided in 3.c.(2), below, an employee authorized
7 to use earned compensatory time off must use it in units of either eight-hour days
8 or four-hour segments.

9 (2) Subject to the terms and conditions provided for in subsection 3.b.(2) of this
10 Article, above, an employee may request to use earned compensatory time off in
11 units of one (1) hour for purposes of significant personal importance. Such
12 requests will be granted at the discretion of the supervisor consistent with the
13 needs of the service and shall not be denied arbitrarily or capriciously. It is
14 understood that the needs of the service are of preeminent importance in weighing
15 such requests.

16 4. All overtime shall be at the option of the Chief of Police.

17 5. Application of the provisions contained in this Article shall not involve pyramiding of overtime.
18 During a period of time there are two (2) concurrent overtime rates, the following procedure
19 shall be used to determine the rate for that period:

20 a. If both rates are at time and one-half (1½X), the employee is paid at a rate of time and
21 one-half (1½X).

22 b. If one of the rates is time and one-half (1½X) and the other straight-time (1X), the

- 1 employee is paid at a rate of time and one-half ($1\frac{1}{2}X$).
- 2 c. If both rates are straight-time ($1X$), the employee is paid at a straight-time ($1X$) rate.
- 3 d. For purposes of construction and interpretation of this provision, a court appearance
4 involving the three and three quarter hour court overtime minimum payment shall be
5 deemed a two and one-half-hour period of time and one-half ($1.5X$) overtime beginning
6 with the start of such court appearance.
- 7 6. The hourly pay used in the computation of overtime shall be equal to one-eightieth ($1/80$) of the
8 employee's current biweekly base salary as provided for in the BASE SALARY provision of this
9 Agreement.
- 10 7. Overtime shall be compensated for each actual hour or nearest 0.1 of an hour of authorized
11 overtime worked.
- 12 8. Any payment made under the provisions of this Article shall not have any sum deducted for
13 pension benefits nor shall such payments be included in the determination of pension benefits or
14 other fringe benefits.
- 15 9. The terms and conditions agreed to between the parties in respect to Police Band overtime
16 (except as stated below), court overtime parking and negative comp time balances, which are set
17 forth respectively in City/MPA Memoranda of Understanding dated: September 14, 1983
18 (Police Band Overtime), October 12, 1983, and November 16, 1983 (Court Overtime Parking)
19 and December 15, 1983 (Negative Comp Time Balances) shall be incorporated into the
20 provisions of this Article and be made a part of this Agreement as Appendix B. The terms and
21 conditions of the Memorandum of September 14, 1983 (Police Band Overtime) shall be amended
22 to provide that the Compensatory Time Off Bank (CTB) time is the same as provided in

1 subsection 3.b.(1) of this Article.

2 10. Miscellaneous Overtime Provisions

3 a. Roll Call

4 Existing roll-call time practices will be maintained for the term of this Agreement or any
5 agreed-upon extension thereof. Effective August 11, 1985, and for so long as employees
6 are covered by the Fair Labor Standards Act (FLSA) during the term of this Agreement,
7 or any agreed upon extension thereof, the 18-minute roll-call period shall be reduced to a
8 12-minute period with all overtime earned during such 12-minute period compensated at
9 time and one-half (1½X) the base salary rate. If and when employees are no longer
10 covered by the FLSA, the roll-call period shall be increased to an 18-minute period and
11 overtime earned as a result of roll-call shall be compensated at base salary rates (1X).
12 Identification Technicians who are assigned to perform street duties shall attend roll call
13 and receive roll call pay.

14 b. Compensatory Time Off

15 If and when the City is required by law to pay cash for overtime work performed that
16 could otherwise have been paid for in compensatory time off under the provisions of this
17 Agreement, the City may modify overtime provisions to assure that overtime
18 compensation (whether in cash, compensatory time, or both) for all overtime work
19 performed shall not exceed 1½X the employee's base rate of pay.
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ARTICLE 16

FIRE AND POLICE COMMISSION OVERTIME

1. Definition

Fire and Police Commission Overtime shall be defined as time spent by an employee outside of his/her regularly scheduled eight-hour work shift, (as such eight-hour work shift is defined under the HOURS OF WORK Article of this Agreement) under subpoena at a trial proceeding conducted by the Board of Fire and Police Commissioners (FPC); provided such FPC trial proceeding resulted from either a citizen complaint filed with the FPC, or an appeal from discipline administered by the Chief of Police, and provided further that the employee so subpoenaed was involved in the incident which gave rise to the complaint or the discipline. The extent of involvement occasioning an employee's appearance at a FPC trial proceeding, where such appearance was solely for the dispositional phase of that proceeding, shall, in addition to covering involvement in the incident which gave rise to the complaint or the discipline, cover any other involvement such employee had in the course of his/her employment in the Police Department with the defendant(s) in such complaint or discipline. The term, "FPC trial proceeding," as used herein, shall also include FPC conciliation proceedings.

2. Limitations

- a. Fire and Police Commission Overtime shall not include overtime assignments made by the Chief of Police. Overtime assignments made by the Chief of Police shall be covered by Article 15 of this Agreement entitled OVERTIME.
- b. An employee shall not be entitled to any compensation for an FPC trial proceeding during the time period he/she is suspended from duty with pay.
- c. An employee shall be required to turn over to the Police Department Administration all witness fees he/she received as a result of a FPC trial proceeding for which the employee received Fire and Police Commission Overtime pay, and make no subsequent claim for

1 this money whatsoever.

2 3. Fire and Police Commission Overtime Rates

3 a. Fire and Police Commission Overtime earned as a result of an appearance at a FPC trial
4 proceeding that was not limited solely to the dispositional phase of the trial proceeding,
5 shall be compensated at:

6 (1) Base salary rates (1X) for all time spent at such appearance when the
7 appearance is less than or equal to two hours in duration; however, a
8 minimum of two hours' pay at base salary rates (1X) shall be granted an
9 employee when he/she is subpoenaed to appear at such FPC trial proceeding
10 on his/her own time, reports thereto, and is excused before completing the
11 two-hour minimum.

12 (2) Base salary rates (1X) for the first two hours of such appearance and at time
13 and one-half (1 1/2X) the base salary rate for all time in excess of the first
14 two hours of such appearance, when such appearance is greater than two
15 hours in duration.

16 b. Fire and Police Commission Overtime earned as a result of an appearance at a FPC trial
17 proceeding that was solely for the dispositional phase of the trial proceeding, shall be
18 compensated at a flat rate equal to two (2) hours of pay computed at the employee's base
19 salary rate (1X) in effect at the time of the appearance. The flat amount provided
20 hereunder shall not be construed as a limitation on the length of an employee's appearance
21 at such dispositional phase.

22 4. Fire and Police Commission Overtime Payments

23 Fire and Police Commission Overtime earned under the provisions of this Article shall be
24 compensated for in cash or compensatory time off in accordance with, and subject to, the
25 provisions of subsection 3 set forth in Article 15 of this Agreement. Fire and Police Commission
26 Overtime earned, that is compensated for in compensatory time off shall count towards the

1 employee's CTB and be recorded on the Police Department Personnel Status Reports. For
2 purposes of interpretation and construction of the provisions of this subsection, each instance of
3 Fire and Police Commission Overtime worked of less than two hours' duration at a FPC trial
4 proceeding, that was not limited solely to the dispositional phase, shall equal two hours of Fire
5 and Police Commission Overtime earned and each instance of Fire and Police Commission
6 Overtime worked at an FPC trial proceeding that was limited solely to the dispositional phase
7 shall equal two hours of Fire and Police Commission Overtime earned.

8 5. Employees receiving compensation under the provisions of this Article for an appearance at a
9 FPC trial proceeding shall be covered by the provisions of subsection 2.b.(4) set forth in the
10 Overtime Article of this Agreement for that appearance.

11 6. Application of the provisions contained in this Article shall not involve pyramiding of Fire and
12 Police Commission Overtime, nor shall it involve pyramiding with compensation provided under
13 the Overtime Article of this Agreement. For purposes of interpretation and construction of the
14 provisions of this subsection, the terms and conditions set forth in subsection 5 of the Overtime
15 Article shall be applicable.

16 7. The hourly pay used in the computation of Fire and Police Commission Overtime shall be equal
17 to 1/80th of the employee's biweekly base salary in effect at the time of the FPC trial proceeding
18 for which such compensation is being provided.

19 8. Except for compensation received under subsection 9 of this Article, any payment made under the
20 provisions of this Article shall not have any sum deducted for pension benefits nor shall such
21 payments be included in the determination of pension benefits or other fringe benefits.

22 9. An employee under subpoena to a FPC trial proceeding during the period which falls within
23 his/her regularly scheduled eight-hour work shift shall be entitled to his/her regular base salary
24 for that period; provided that such employee is not on paid leave, was actually scheduled to work
25 or worked a portion of such shift. Eligibility for compensation under this subsection, and witness
26 fee reimbursement requirements, shall be subject to the same terms and conditions applicable to

1 Fire and Police Commission Overtime that are set forth in subsections 1 and 2 of this Article.

2 10. Administration

- 3 a. The Executive Director of the FPC, or his/her designee, shall record the employee's
4 appearance at a FPC trial proceeding, noting the time the employee was required to report
5 to such proceeding and the time the employee was excused from such appearance. The
6 Executive Director, or his/her designee, shall also note if the employee was subpoenaed
7 solely for the dispositional phase of the trial proceeding. This information shall be
8 forwarded to the Police Department Administration. As a condition of eligibility for
9 receipt of the compensation provided hereunder, an employee must submit his/her
10 subpoena, or clear facsimile thereof, to the Executive Director (or his/her designee) at the
11 time the employee reports to the trial proceeding.
- 12 b. Administration and control of the provisions of this Article shall be under the City which
13 shall have the authority to establish such rules and procedures that it deems necessary to
14 administer the benefits provided by this Article.

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ARTICLE 17

INFORMATION RECOMMENDED TO BE FURNISHED TO ASSOCIATION

1. The City will recommend to the Annuity and Pension Board of the Employees' Retirement System of Milwaukee, hereinafter referred to as Board, that it supply actuarial information to the Association or its actuary upon receiving a written request herefor for the purpose of costing out proposals by the Association for pension changes for collective bargaining conditioned upon the Board's actuary having such information available.
2. The City will recommend to the Board that the Board or the Board's actuary supply to the Association or any actuary acting on behalf of said Association, any and all information which said Association actuary requests for purposes of costing out proposals upon which the Association may wish to collectively bargain on with the City.
3. All costs or expenses involved in supplying information either under Subsections 1 or 2 above to the City or to the Board involved under Subsections 1 or 2 above shall be paid for by the Association in the manner required either by the City or the Board in connection with the supplying of such information.
4. Excluded from Subsections 1 or 2 shall be such matters of a private or confidential nature so determined by the Board as may be supplied to the Board by individual employees or retirees.

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ARTICLE 18

RETENTION OF PENSION AND ANNUITY RIGHTS

The City agrees not to diminish any contractual pension and annuity rights presently vested in any employee including any rights enumerated herein.

ARTICLE 19

PENSION BENEFITS

Pension benefits for an employee covered by this Agreement who is a member of the Employee's Retirement System of Milwaukee (ERS) shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to a "policeman". Except for the following provisions, these pension benefits shall continue unchanged during the term of this Agreement:

1. Chapter 36 of the Milwaukee City Charter regarding pension benefits for employees covered by this Agreement who are members of the Employee's Retirement System of Milwaukee (ERS) may be amended to the extent necessary for such plan to remain qualified under Section 401.a. and 501.c. of the Internal Revenue Code of 1986 as amended. In the event the IRS rules that the Charter amendments have become invalid, then the Charter Ordinance will reflect back to the old language of the Charter.
2. The City agrees that it will never seek to increase the age/service requirements applicable to employees in active service and enrolled in the Employee's Retirement System as a "policeman" prior to December 20, 2015, that are provided for under section 36-05-1-f of the ERS Act. Effective Pay Period 1, 2016, employees newly eligible for service credit as a "policeman" in the Employee's Retirement System will be eligible for normal service retirement benefits no earlier than age 50 with 25 years of service as a "policeman".
3. Subject to the conditions contained therein, the parties agree to abide by the pension

1 provisions of the October 29, 1999 Final Global Settlement Agreement for Active Police
2 Officers, as amended by Charter Ordinance.

3 If any portion of the Global Pension Settlement Agreement or implementing Charter
4 Ordinance is held invalid, or if compliance with it is restrained by operation of law or by
5 any court of competent jurisdiction, the parties shall immediately enter into collective
6 bargaining for the purpose of arriving at a mutually satisfactory replacement for such
7 portion of the Global Pension Settlement Agreement or Charter Ordinance.

8 This paragraph shall in no way affect or restrict other benefits unrelated to pension
9 benefits in the Global Settlement Agreement.

10 4. Creditable service for active military service, as provided in 36-04-c, shall be extended to
11 members of the MPA who participate in the combined fund and who retire on a service
12 retirement on and after January 1, 2003.

13 5. Effective June 19, 2016, when a retirement application is filed by an employee covered
14 by this Agreement who seeks a Duty Disability Retirement Allowance, the application
15 shall be referred to the Medical Council established under s. 36-15-12 of the Milwaukee
16 City Charter. The Medical Council shall determine and certify whether the applicant is
17 permanently and totally incapacitated for duty in accordance with the requirements of
18 Chapter 36 of the Milwaukee City Charter. In the event the Medical Council does not
19 have a specialist in the area of the employee's injury, it shall refer an employee to a
20 physician for an examination, the referral will be made to a Tier 1 specialist (to the extent
21 the City's Health Plan Administrator provides for Tier 1 rankings) where a Tier 1
22 specialist exists. In any reexamination authorized by Chapter 36 of the Milwaukee City
23 Charter of such retired beneficiary, the beneficiary shall be referred to the Medical
24 Council for reexamination and such Medical Council shall make the determination and
25 certification required under the provisions of Chapter 36 of the Milwaukee City Charter
26 for reexaminations.

1 6. Effective Pay Period 1, 2016, employees enrolled in the Employee's Retirement System as
2 "policeman" prior to October 3, 2011, shall contribute 7% of their earnable compensation
3 toward the employee share of their pension.
4

5 The City and the Association are currently parties to litigation in Milwaukee County Circuit Court (Case
6 No. 15CV008634) that will affect the parties' ability to implement the provisions of paragraph 6, above.

7 The parties have an agreement regarding the conclusion of that litigation that includes the following:

8 1. If the City prevails in its position in the litigation, it will, as soon as administratively
9 practicable, withhold from each employee the member contribution referenced in
10 paragraph 6, above.

11 2. If the Association prevails in its position in the litigation, the City will continue to make
12 the member contribution specified in sec. 36-08-7-b of the Charter, and paragraph 6,
13 above, will be disregarded and ineffective.
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ARTICLE 20

LIFE INSURANCE

1. Amount of Life Insurance Coverage

Eligible employees shall be enrolled in , at no cost, basic life insurance coverage in an amount equal to \$55,000, so long as they remain in active service. Employees shall be eligible to purchase additional life insurance, in 50% increments of the employee’s base salary, at no cost to the City, in an amount not to exceed three (3) times the employee’s base salary. However, in no instance shall the amount of the additional life insurance exceed \$300,000.

2. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted annually on January 1 of the calendar year to reflect changes in the employee's annual base salary rate. The term, "Annual Base Salary Rate," as used herein, shall be defined as an amount equivalent to the employee's biweekly base salary, as his biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen (14) and then multiplied by three hundred and sixty-five (365).

3. Conditions and Eligibility for Election of Coverage

a. Subject to the terms and conditions provided in subsection 3.b. through 3.c. of this Article, below, an employee shall be enrolled in basic life insurance coverage provided in subsection 1., above, on the 1st of the month following the completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.

b. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-

1 employed employee had following re-employment.

- 2 c. An employee who has previously waived additional life insurance coverage provided by
3 the City, either hereunder or otherwise, while employed with the City or a City Agency
4 (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City
5 Charter, 1971 compilation, as amended) shall be permitted to elect additional life
6 insurance coverage only on such terms and conditions as are established and maintained
7 from time to time by the City and/or its life insurance carrier.

8 4. Cost of Additional Life Insurance Coverage

9 Employees eligible for the basic life insurance coverage described under Subsection 1 of this
10 Article, above, who elect additional life insurance coverage as described in subsection 1, shall pay
11 to the City an amount equal to a cost per thousand, per month, at age banded rates, for each
12 \$1,000 of coverage in excess of the basic \$55,000. These payments shall be accomplished by
13 periodic deductions from employees' biweekly paychecks. The City shall make all necessary
14 payments for the basic life insurance coverage described in Subsection 1. of this Article, above.
15 Employees who have enrolled in additional life insurance coverage may also purchase life
16 insurance for spouses and dependents at no cost.

17 5. Conditions and Limitations on Benefits

- 18
19 a. Life insurance benefits shall be subject to the terms and conditions contained in the
20 contract between the City and its life insurance carrier.

21 6. Right of City to Change Carrier

22 7. It shall be the right of the City to select and, from time to time, to change the carrier(s), subject to
23 a sixty (60) day advance notice to the MPA, that provide the benefits set forth above. The City
24 shall, at its sole option, have the right to provide these life insurance benefits on a self-insured
25 basis. Retiree Life Insurance Benefits

- 26 a. Amount of Life Insurance Coverage

- 1 (1) To be eligible for retiree life insurance benefits, employees, regardless of age, must
2 have maintained at least 50% of their base salary as additional life insurance
3 coverage at the time of retirement to continue to be part of the City's life insurance
4 program. All elections for additional life insurance coverage must be in multiples of
5 50% of the base salary at the time of retirement, not to exceed the additional
6 insurance percentage elected as an active employee at the time of retirement.
- 7 (2) Upon attaining age 65, and having maintained additional life insurance coverage,
8 as described in 1.a., of this subsection, from retirement to age 65, the city shall
9 provide \$10,000 of life insurance coverage.
- 10 (3) Retirees may reduce additional life insurance coverage to any multiple of 50% of
11 the base salary at the time of retirement at any time.

12 b. Cost of Coverage

- 13 (1) Until a retiree attains age 65, a retiree maintaining coverage, as described in
14 subsection 7.a.(1) of this Article, above, shall pay 100% of the premium cost
15 associated with such coverage. The retiree shall have such cost deducted from
16 his/her monthly pension check.
- 17 (2) Upon attaining age 65, the city will assume 100% of the premium cost associated
18 with the coverage, as described in subsection 7.a.(2) of this Article, above,. A
19 retiree may elect to maintain his/her additional life insurance but shall pay 100% of
20 the premium cost associated with such coverage minus the city provided life
21 insurance coverage, as described in subsection 7.a.(2) of this Article, above,.
- 22
23

24 **ARTICLE 21**

25 **HEALTH INSURANCE**

26

1 1. Benefits

2 a. Health Care Coverage

3 For Calendar Years 2013, 2014, 2015, 2016, and 2017 the City will provide health care
4 coverage.

5

6 b. Basic Dental Plan

7 Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the
8 DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE,
9 effective October 17, 1981 executed April 26, 1982, except that:

10 The age limit at which the orthodontic benefits provided for
11 under the "Orthodontics" Section of said DSG CONTRACT
12 cease for participants shall be changed from age 19 to age 25;
13 all other terms and conditions applicable to orthodontic
14 benefits shall remain unchanged.

15 The dental insurance coverage for an eligible employee electing coverage
16 under the Basic Dental Plan shall be in lieu of the coverage provided by
17 Prepaid Dental Plans (PDP).

18 c. Prepaid Dental Plans (PDP)

19 Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP)
20 approved by the City in lieu of the coverage provided by the Basic Dental Plan.

21 d. Provisions Applicable to All Plans:

22 (1) The City will not pay for any services or supplies that are unnecessary according to
23 acceptable medical procedures.

24 (2) The City shall have the right to require employees to execute a medical
25 authorization to the applicable Group to examine employee medical and/or dental
26 records for auditing purposes.

- 1 (3) The City shall have the right to establish methods, measures and procedures it
2 deems necessary to restrict abuses and/or excessive costs in application of the
3 benefits provided under subsections 1.a. through 1.c., above.
- 4 (4) The City, in conjunction with its insurance carrier, shall have the right to develop
5 and implement any other cost containment measures it deems necessary.
- 6 (5) An employee's health care/dental coverage provided by this Article shall terminate
7 on the last day of the calendar month in which the employee is removed from the
8 Police Department payroll; provided however, that when an employee is suspended
9 from duty without pay, such coverage shall not terminate on the last day of the
10 calendar month in which the suspension begins if the suspension ends prior to the
11 last day of the next following calendar month. The Police Department
12 Administration will provide written advance notice to an employee indicating the
13 date on which his/her health care/dental coverage will be terminated.
14 Notwithstanding the foregoing, an employee's health care coverage shall not
15 terminate so long as he/she and/or his/her dependent(s) are eligible for and
16 receiving health care coverage under the specific provisions of this Agreement that
17 are applicable to individuals not on the Department payroll. Except for
18 suspensions (as provided above) this exception does not extend the termination
19 date of an employee's dental coverage beyond the last day of the calendar month in
20 which the employee is removed from the Department payroll.
- 21 (6) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a
22 written health risk assessment questionnaire and a blood draw, shall be
23 administered on an annual basis.
- 24 (7) Both a Wellness and Prevention Program and Committee shall be implemented. A
25 description of both the program and the committee is appended hereto as Appendix
26 I.

1 2. Eligibility for Benefits

2 a. Employees in Active Service

3 (1)

4 Employees in active service shall be entitled to health care coverage offered by the
5 City, at their option, so long as they remain in active service.

6 (2) Dental Benefits

7 Employees in active service shall be entitled to the dental benefits provided in
8 subsections 1.b. or 1.c. of this Article so long as they remain in active service. All
9 employees, while in active service, who are enrolled in a dental plan provided by
10 subsections 1.b. or 1.c. shall have the same enrollment status that they maintain for
11 their health insurance benefits. Individuals not in active service shall not be
12 eligible for dental benefits.

13 b. Duty Disability

14 (1) Except as provided in b.(2), below, employees in active service who commence
15 receiving duty disability retirement allowance between January 1, 2013 and
16 December 31, 2017, as such allowance is defined in Section 36.05(3) of the ERS
17 Act, shall be entitled to the health care coverage provided in subsection 1.a. of this
18 Article, above, between January 1, 2013, and December 31, 2017, so long as they
19 continue to receive such duty disability retirement allowance and so long as they
20 are under age 65. If a duty disability retiree eligible for health care coverage dies
21 prior to attaining age 65, the duty disability retiree's surviving spouse shall be
22 eligible for health care coverage until the last day of the month in which the
23 deceased duty disability retiree would have attained age 65.

24 (2) An employee in active service who commences receiving a duty disability
25 retirement allowance of 90% of his/her current salary between January 1, 2013, and
26 December 31, 2017, as such allowance is defined in Section 36.05(3) of the ERS

1 Act , shall be entitled to the health care coverage provided in subsection 1.a. of this
2 Article, above, between January 1, 2013, and December 31, 2017, so long as he/she
3 continues to receive such duty disability retirement allowance. If a duty disability
4 retiree eligible for health care coverage dies prior to attaining age 65, the duty
5 disability retiree's surviving spouse shall be eligible for health care coverage until
6 the last day of the month in which the deceased duty disability retiree would have
7 attained age 65.

8 c. Employees Who Retire between January 1, 2013, and December 31, 2017.

9 Employees in active service who retire on normal pension between January 1, 2013, and
10 December 31, 2017, with at least 15 years of creditable service, shall be entitled to the
11 health care coverage provided in subsection 1.a. of this Article, above, between January 1,
12 2013, and December 31, 2017, so long as they are less than age 65. If an employee
13 eligible for health care coverage dies following his/her retirement on normal pension, but
14 prior to attaining age 65, the retiree's surviving spouse shall be eligible for health care
15 coverage until the last day of the month in which the deceased retiree would have attained
16 age 65.

17 d. Duty Death

18 A surviving spouse who becomes eligible to receive a pension under the provisions of
19 either Section 36.05(5) of the ERS Act, on or after January 1, 2013, shall be entitled to the
20 benefits provided in subsection of 1.a. of this Article between January 1, 2013, and
21 December 31, 2017, so long as the surviving spouse continues to receive such pension and
22 is less than age 65.

23 3. Cost of Coverage

24 a. Employees in Active Service

25

26

1 (1) For Calendar Years 2013, 2014, 2015, 2016, and 2017(a) The
2 employee premium contribution shall be 12% of the premium cost
3 based on plan selected and enrollment status, i.e. either single,
4 employee and dependent(s), employee and spouse, or family. The
5 amount of employee premium contribution shall be deducted from the
6 employee's pay check on a semi-monthly basis.i. An employee shall
7 also contribute an additional \$20.00 per month over and above the
8 amount specified in3.a.(1)(a)., above, for each adult (maximum of two,
9 excluding dependent children) who chooses not to fully participate in
10 and complete the HRA.

11 (b) The amount of employee wellness fee, as specified in 3.a.(1)i., above, shall
12 be deducted from the employee's pay check on a monthly basis. Any
13 subscriber costs for enrollment in excess of the above-stated amounts shall
14 be paid by the City.

15 (c) The maximum City contributions provided above shall be determined by the
16 employee's effective plan and enrollment status.

17 (2) An employee who exhausts his/her sick leave during the term of this Agreement
18 shall be permitted to maintain health care coverage for the plan he/she was covered
19 under on the date his/her sick leave was exhausted for up to six (6) months
20 immediately following that date so long as the employee is unable to return to
21 work because of medical reasons. For calendar years 2013, 2014, 2015, 2016, and
22 2017, the City's contribution toward the cost of maintaining health care coverage
23 shall be as provided in subsection 3.a.(1) of this Article, above. This provision
24 shall not cover retirees (including disability retirements).

25 b. Duty Disability

26 (1) For Calendar Years 2013, 2014, 2015, 2016, and 2017

1 Depending on the individual's single/family enrollment status, the cost of coverage for
2 individuals receiving a duty disability retirement allowance shall be as provided for in
3 subsection 3.a.(1) of this Article, above.

4 c. Employees Who Retire Between January 1, 2013 and December 31, 7

5 (1) For eligible employees who retire between January 1, 2013 and December 31,
6 2017, the City will make monthly contributions towards meeting the monthly
7 subscriber cost for single or family enrollment in the plan elected by the retiree as
8 follows:

9 (a) Single Enrollment Status

10 For a retiree with single enrollment status, the City will contribute an
11 amount up to the percentage of the subscriber cost for single enrollment in
12 the Highest Cost Plan that is determined by the formula provided in
13 subsection 3.c.(2) during the period after retirement the retiree is less than
14 age 60 and an amount up to 100% of the subscriber cost for single
15 enrollment in the Highest Cost Plan during the period after retirement the
16 retiree is at least age 60 but less than age 65.

17 (b) Other Than Single Enrollment Status

18 For a retiree with other than single enrollment status, the City will
19 contribute an amount up to the percentage of the subscriber cost for his/her
20 enrollment status in the Highest Cost Plan that is determined by the formula
21 provided in subsection 3.c.(2) during the period after retirement the retiree
22 is less than age 60 and the greater of either such amount or an amount up to
23 100% of the subscriber cost for single enrollment in the Highest Cost Plan
24 during the period after retirement the retiree is at least age 60 but less than
25 age 65.

26 (c) Contribution Formula
27

	<u>Unused</u>	<u>City</u>
	<u>Sick Leave</u>	<u>Contribution</u>

Less than 150 work days.....		65%
At least 150 work days, but less than 159 work days.....		66%
At least 159 work days, but less than 167 work days.....		67%
At least 167 work days, but less than 176 work days.....		68%
At least 176 work days, but less than 184 work days.....		69%
At least 184 work days, but less than 193 work days.....		70%
At least 193 work days, but less than 201 work days.....		71%
At least 201 work days, but less than 210 work days.....		72%
At least 210 work days, but less than 219 work days.....		73%
At least 219 work days, but less than 227 work days.....		74%
At least 227 work days, but less than 236 work days.....		75%
At least 236 work days, but less than 244 work days.....		76%
At least 244 work days, but less than 253 work days.....		77%
At least 253 work days, but less than 261 work days.....		78%
At least 261 work days, but less than 270 work days.....		79%
At least 270 work days, but less than 278 work days.....		80%
At least 278 work days, but less than 285 work days.....		81%

1	At least 285 work days, but	
2	less than 291 work days.....	82%
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4	At least 291 work days, but	
5	less than 298 work days.....	83%
6		
7	At least 298 work days, but	
8	less than 304 work days.....	84%
9		
10	At least 304 work days, but	
11	less than 311 work days.....	85%
12		
13	At least 311 work days, but	
14	less than 317 work days.....	86%
15		
16	At least 317 work days, but	
17	less than 324 work days.....	87%
18		
19	At least 324 work days, but	
20	less than 330 work days.....	88%
21		
22	At least 330 work days, but	
23	less than 336 work days.....	89%
24		
25	At least 336 work days, but	
26	less than 343 work days.....	90%
27		
28	At least 343 work days, but	
29	less than 349 work days.....	91%
30		
31	At least 349 work days, but	
32	less than 356 work days.....	92%
33		
34	At least 356 work days, but	
35	less than 362 work days.....	93%
36		
37	At least 362 work days, but	
38	less than 369 work days.....	94%
39		
40	At least 369 work days, but	
41	less than 375 work days.....	95%
42		
43	At least 375 work days, but	
44	less than 381 work days.....	96%
45		
46	At least 381 work days, but	
47	less than 388 work days.....	97%
48		
49	At least 388 work days, but	
50	less than 394 work days.....	98%
51		
52	At least 394 work days, but	
53	less than 400 work days.....	99%

1
2 At least 400 work days.....100%
3

4 Unused Sick Leave is expressed in eight-hour work days and represents the amount
5 of earned and unused sick leave credited to an employee's sick leave account on the
6 effective date of his/her retirement.

7 City Contribution is expressed as a percentage of the effective Highest Cost Plan
8 subscriber cost for the enrollment status applicable to the retiree and represents the
9 maximum contribution made by the City on behalf of such retiree.

10 If the per capita subscriber cost for enrollment in the plan selected by the retiree
11 exceeds the maximum City contribution for retirees provided, the retiree shall have
12 the amount of such excess cost deducted from his/her pension check.

13 (2) Surviving Spouse

14 The provisions of subsection 3.c.(1) shall be applicable to a surviving spouse
15 eligible for retiree health care coverage under subsections 2.c or 2.d. of this Article.
16 An eligible surviving spouse without eligible dependents shall be covered by
17 subsection 3.c.(1)(a); in all other circumstances he/she shall be covered by
18 subsection 3.c.(1)(b). For purposes of interpretation and administration, the age the
19 deceased retiree would have been shall determine the City contribution.

20 d. Duty Death

21 Depending on single/family enrollment status, the cost of coverage for the surviving
22 spouse of an employee receiving a duty death pension, under either Section 36.05(5) of
23 the ERS Act or Chapter 35.01(34) of the Milwaukee City Charter, shall be as follows:

24 During calendar years 2013, 2014, 2015, 2016, and 2017, the City will contribute an
25 amount toward meeting the subscriber cost for enrollment in the plan elected of up to
26 100% of the monthly subscriber cost of either single or family enrollment in the
27 Highest Cost Plan. If the subscriber cost for enrollment in the plan elected exceeds the
28 maximum City contribution provided, the employee shall have the amount of excess

1 cost deducted from his/her paycheck on a monthly basis.

2 e. Cost of Health Insurance After Conversion From Duty Disability

3 Upon conversion from a duty disability retirement allowance to a service retirement
4 allowance, the cost of the retiree health care coverage to which he/she is entitled
5 hereunder until he/she attains age 63 shall be as provided under subsection 3.a. of
6 this Article. The health care coverage shall be in lieu of the health care coverage
7 provided under subsection 3.c. Thereafter, until attainment of age 65, the cost of
8 such coverage shall be as provided under subsection 3.c. of this Article, except that
9 the individual's unused sick leave as of the effective date his/her duty disability
10 retirement allowance commenced shall be used to compute the City-paid retiree
11 health care coverage to which he/she is entitled hereunder.

12 4. Cost of Coverage -- Dental Plan Only

13 For calendar years 2013, 2014, 2015, 2016, and 2017, the City will contribute an amount up to
14 \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family
15 enrollment towards meeting the subscriber cost of the dental plan. If the subscriber cost for single
16 or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the
17 employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly
18 basis.

19 5. Self-Administration Offset

20 The per capita subscriber costs associated with the health care or dental coverage provided by
21 each of the plans listed in subsection 1., above, includes amounts allocable to the administrative
22 costs of the carriers providing such coverage. If the City elects to self-administer the Basic
23 Dental Plan, then effective with the calendar month during which this election becomes effective,
24 and so long as it continues in effect, the maximum City contributions provided in subsection 4,
25 above, for employees covered by such a self-administered plan shall be reduced by an amount
26 equal to 100% of the difference between the monthly administrative costs associated with such

1 plan prior to the effective date it became self-administered and the monthly administrative costs
2 associated with the plan when it is self-administered, capitated for each subscriber in the plans on
3 the basis of single or family enrollment status. While in effect, this provision shall not increase an
4 employee's payroll deductions required to meet the costs of his/her dental insurance benefits
5 beyond the deductions that would be required under subsections 4 and 8 of this Article, if the
6 provision was not in effect.

7 6. Non-duplication

8 a. If more than one City employee is a member of the same family, as that term is defined in
9 provisions of the Plans defined in subsection 1. of this Article, the coverage shall be
10 limited to one family plan.

11 .
12 b. A retiree shall be ineligible to receive the retiree health care coverage provided hereunder
13 when receiving health care coverage from other employment or from the employment of
14 the retiree's spouse if the health care coverage received by the spouse cover the retiree.

15 c. City health care coverage cost contributions provided hereunder to retirees shall be in lieu
16 of any other City retiree health care coverage contributions provided by ordinance,
17 resolution or by other means, while retirees are receiving the health care coverage
18 hereunder.

19
20 d. In the event an employee becomes eligible for Medicare benefits prior to attaining age 65,
21 the City will contribute an amount up to the City's maximum contribution provided in
22 subsection 3.c.(1), of this Article towards the cost of coverage for the City's Medicare
23 Supplemental Plan.

24 7. Employees on Leave of Absence

25 Employees in active service may elect to be covered by the health care coverage in subsection 1.a.
26 of this Article, above, while on an authorized leave of absence. Individuals on an authorized

1 leave of absence shall pay 100% of the cost associated with their coverage. The rates for such
2 coverage shall be determined by the City and may be adjusted from time to time. This provision
3 shall be applicable only during the first 12 months of an employee's authorized leave of absence.

4 8. An employee who retires on pension during the term of this Agreement shall be entitled to the
5 health care coverage provided during the term of this Agreement so long as he or she is less than
6 age 65. After this Agreement expires, such an individual, so long as he or she is less than age 65,
7 shall be entitled to:

8 (1) The same health care coverage benefits concurrently provided employees in active
9 service covered by the effective Agreement between the City and the Association as is in
10 effect from time to time (it is understood that the exclusion of retirees from coverage
11 under dental insurance benefits, as set forth above, shall continue unchanged). If a retiree
12 eligible for health care coverage dies prior to age 65, the retiree's surviving spouse shall
13 be eligible for health care coverage until the last day of the month in which the deceased
14 retiree would have attained age 65; and

15 (2) The same City/retiree health care coverage cost sharing formula that was provided for
16 such retiree by this Agreement.

17 This paragraph shall only cover the kinds of retirements for which health care coverage is
18 provided by this Agreement.

19 9. Effective Date

20 Except where specifically provided otherwise herein, the provisions of this Article shall be
21 deemed to be in force and effect beginning January 1, 2013, and ending December 31, 2017.

22 10. Subject to the conditions contained therein, the parties agree to abide by the retiree health care
23 coverage provisions of the October 29, 1999 Final Global Settlement Agreement for Active
24 Police Officers.

25 If any portion of the Global Pension Settlement Agreement or implementing Charter Ordinance is
26 held invalid, or if compliance with it is restrained by operation of law or by any court of

1 competent jurisdiction, the parties shall immediately enter into collective bargaining for the
2 purpose of arriving at a mutually satisfactory replacement for such portion of the Global Pension
3 Settlement Agreement or Charter Ordinance.

4 This paragraph shall in no way affect or restrict other benefits unrelated to retiree health insurance
5 benefits in the Global Settlement Agreement.

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ARTICLE 22

SICK LEAVE

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease.
2. Eligibility for sick leave with pay for employees newly appointed to City employment shall begin after completion of six months active service in the Police Department, but sick leave credit shall be earned from date of appointment.
3. Employees shall earn sick leave with pay at the rate of one and one-quarter (1¼) working days for each month of active service or 4.6 working hours for each two weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave account. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
4. Regardless of the sick leave credit earned the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. Whenever an employee requests sick leave with pay he or she shall immediately notify his or her commanding officer of this fact. Such notification may be by telephone. Each instance of sick leave that the employee fails to comply with the requirements of this subsection shall result in the employee losing his/her entitlement to any sick leave with pay for that instance.
6. Except as otherwise provided herein, sick leave may be permitted without requiring the employee to submit medical substantiation from a private physician, provided that the employee completes Form PS-16 (Application for Sick Leave), and submits same to his or her commanding officer. An

1 employee may be required by his or her commanding officer to provide acceptable medical
2 substantiation from a private physician or dentist for each absence, regardless of duration, if the
3 commanding officer is informed or believes that the employee is misusing sick leave. The City
4 shall not be responsible for the payment of any fee charged by the physician or dentist to provide
5 the acceptable medical substantiation.

6 7. When medical substantiation from an employee's private physician is required, the failure of the
7 employee to comply with this requirement shall permit the City to deny that employee the sick
8 leave benefits provided hereunder until he/she is in compliance with such requirement.

9 8. The sick leave account for an employee returning to active service from duty disability retirement
10 shall be the employee's unused sick leave credit or 30 working days of sick leave, whichever is
11 greater.

12 9. Employees reporting absent on sick leave shall be governed by the rules and regulations and
13 standard operating procedures of the Police Department pertaining thereto in effect on the execution
14 date of this Agreement.

15 10. Attendance Incentive Program

16 a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2013,
17 and ending, at the end of Trimester 3, 2017. Nothing herein shall be construed as requiring
18 the City to continue the program for time periods after Trimester 3, 2017.

19 b. The trimester periods for each calendar year are defined as follows:

20 Trimester 1 - Pay Period 1-9

21 Trimester 2 - Pay Period 10-18

22 Trimester 3 - Pay Period 19-26 or Pay Period 19-27, whichever is appropriate.

23 c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

- 24 (1) During the full term of the trimester, the employee did not use any paid sick leave, did
25 not receive injury pay for the full term of that trimester, was not on an unpaid leave of
26 absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary

1 reasons and did not take any unpaid time off the payroll; and

2 (2) During the full term of the trimester, the employee was in active service; and

3 (3) At the beginning of the trimester, the employee had an amount of earned and unused
4 sick leave credit in his/her sick leave account of 20 days; and

5 (4) The employee was represented by the MPA at the end of the trimester period.

6 d. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for
7 an attendance incentive program benefit, the commanding officer shall determine which one
8 of the two types of attendance incentive benefits listed below the eligible employee shall
9 receive (at the commanding officer's discretion, the employee may make this determination
10 in accordance with procedures established for that purpose by the Department):

11 (1) A special attendance incentive payment

12 An employee receiving a special sick leave incentive payment, shall be entitled to
13 receive a lump-sum cash payment equivalent to eight hours of his/her base salary
14 computed on the basis of his/her hourly base salary rate in effect on the last day of the
15 trimester for which the payment was earned. Such payment shall not be deemed part
16 of the employee's base salary and shall not have any sum deducted for pension
17 benefits nor shall it be included in determination of pension benefits or any other
18 benefits and/or compensation provided by the City. Attendance incentive payments
19 provided hereunder shall be made as soon as is administratively practicable following
20 the close of the Trimester Period in which they were earned.

21 (2) A special incentive leave

22 An employee receiving a special incentive leave, shall earn one eight-hour day off
23 with pay. Such day off with pay must be used by the employee in the next succeeding
24 trimester. An employee may use such day off with pay on a date he/she has requested
25 provided the employee gives his/her commanding officer reasonable advance notice of
26 the date requested and the date is determined available by the commanding officer in

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accordance with the needs of the Department. The processing of employee requests for time off earned under the attendance incentive control program shall be on a first-come, first-served basis. Decisions by the employee's commanding officer with respect to the availability of the date the employee has requested shall be final.

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ARTICLE 23

FUNERAL LEAVE

1. DEFINITION: Funeral leave as provided herein is for absence from duty because of the death of a family member or relative.
2. Employees covered by this Agreement shall be granted leave of absence of the length requested by the employee as follows:
 - a. Not to exceed (3) three days with pay, in case of death of the employee's wife, husband, child, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandchild ;
 - b. Not to exceed one (1) day with pay in case of death of the employee's grandparents; and
 - c. Not to exceed three (3) days with pay in case of death of the employee's step-mother, step-father or step-children by virtue of the employee's current spouse; during the employee's lifetime, eligibility to use step-parent funeral leave benefits shall be limited to one (1) step-father and one (1) step-mother, regardless of the number of step-parents.

An employee eligible for the leave with pay provided hereunder may only use that leave during the seven (7) consecutive calendar day time period immediately following the date of the death that occasioned the employee's request for the leave.
3. In the event of the death of any other relative, employees shall be permitted to change their next regular day off so they may attend the funeral.
4. At his/her option, an employee who is granted funeral leave during a scheduled vacation period may elect to either extend his/her vacation period by the number of funeral leave days granted or have the vacation days that were changed to funeral leave days rescheduled at a later date as a segmented vacation. The employee shall notify the Police Department Administration of his/her decision with respect to such election prior to the end of the vacation period in which the Funeral Leave was

1 granted.

2 5. Employees requesting a leave under the provisions of this Article shall be governed by the Rules
3 and Regulations of the Police Department.

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2 **ARTICLE 24**

3 **ILLNESS IN FAMILY**

4 1. A leave of absence, with pay, for one day may be granted by a commanding officer to any member
5 of his/her command in case of serious illness in his/her immediate family or other extraordinary
6 emergency.

7 2. Employees reporting an absence under the provisions of Subsection 1, above, shall be governed by
8 the Rules and Regulations of the Police Department.

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ARTICLE 25

INJURY PAY

1. When employees, covered by this Agreement, sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. A compensable injury associated with or arising from one or more separate incidents occurring prior to the incident constituting its immediate cause shall be deemed a recurrence and shall not give rise to additional injury pay entitlement. The 80% provision shall become effective January 1, 1985, and shall cover employees receiving injury pay benefits on or after that date regardless of the date on which the compensable injury, or recurrence thereof, occurred.
2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly paycheck deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay as that base salary rate is established in the BASE SALARY Article of this Agreement.
3. After "injury pay" benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting worker's compensation temporary disability benefits. This option, which

- 1 shall be in writing, may be terminated without prejudice to temporary total or temporary partial
2 disability benefits under the Worker's Compensation Act thereafter, but such termination shall not
3 be retroactive and any sick leave already used at the time of such termination of option shall not be
4 restored to the employee.
- 5 4. Questions involving eligibility for injury pay shall be determined under the applicable law and the
6 substantive and procedural rules of the Department of Workforce Development relative to Worker's
7 Compensation and in the event of a dispute between the City and the employee relative to such
8 eligibility, the Department of Workforce Development and the courts upon the statutorily prescribed
9 review thereof shall be the sole and final arbiters of such dispute.
- 10 5. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of
11 temporary disability benefits which would otherwise have been payable under the Worker's
12 Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the
13 employee. In the event the City recovers an amount of injury pay received by the employee, the
14 City shall restore the employee's number of calendar days (equivalent amount of recovery) for said
15 injury.
- 16 6. Whenever an employee sustains a compensable injury, he or she shall immediately notify his or her
17 commanding officer of this fact. Each instance of injury pay that the employee fails to comply with
18 the requirement of this subsection shall result in the employee losing his/her entitlement to any
19 injury pay for that instance.
- 20 7. Employees reporting absent due to a compensable injury shall be governed by the Rules and
21 Regulations and Standard Operating Procedure of the Police Department pertaining thereto.
- 22 8. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are
23 taxable as wages, then beginning with the effective date of such determination, the City will no
24 longer require the 20% employee deduction from injury pay benefits provided for in subsections 1.
25 and 2. of this Article, above.
- 26 9. In no case shall temporary disability benefits and injury pay be allowed for the same period of time.

- 1 10. Employees appointed to the Police Officer position classification shall not be entitled to the injury
2 pay benefits provided hereunder for any injury they may sustain while on duty prior to the start of
3 field training during the period of time they are assigned to the Police Training Academy for recruit
4 training. Such employees shall instead be covered by State of Wisconsin Workers' Compensation
5 Act (WCA) temporary disability benefits during such period, including all applicable terms and
6 conditions provided for in the WCA. The provisions of subsections 6, 7 and 9, above, shall be
7 applicable to employees governed by this subsection.
- 8 11. During the period of an employee's absence from duty due to a duty-incurred injury, the employee
9 shall be permitted to leave his/her residence or place of confinement so long as he/she has first
10 obtained a written statement from his/her personal physician stating that such travel will further
11 his/her recuperation and the employee has first presented his/her personal physician's statement to
12 his/her commanding officer or shift commander. Whenever an employee authorized to leave
13 his/her residence or place of confinement, leaves the confines of Milwaukee County, he/she shall
14 provide his/her commanding officer written advance notice of this departure indicating on the notice
15 the time period he/she will be out of Milwaukee County, location(s) where he/she can be reached
16 and, if a location has an address and/or telephone number, the address and/or telephone number of
17 the location(s). While outside the confines of Milwaukee County, the employee shall be required to
18 notify his/her commanding officer of his/her whereabouts by telephone of any changes in the
19 locations indicated on the advance notice. During any fifteen (15) day period, an employee shall
20 not be permitted to remain outside the confines of Milwaukee County for more than 14 consecutive
21 calendar days. Except as provided herein and in subsection 6 of the VACATION Article of this
22 Agreement, Rule 5, Section 7 of the Milwaukee Police Department Rules and Regulations shall
23 remain unchanged and in full force and effect.

24 * * *

25 The fact that the parties have entered into an agreement preserving the status of Article 25 shall not
26 be used by either party as evidence or argument in pending proceedings to revoke the City of

1 Milwaukee's self-insured status. In the event of a final determination by a competent tribunal, both
2 parties shall abide by the decision and negotiate any modifications either party feels are necessary in
3 the successor agreement.
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ARTICLE 26

TERMINAL LEAVE

1. An employee retiring on City pension under either the Employees' Retirement System of Milwaukee plan or the Policemen's Annuity and Benefit Fund plan (but excluding retirement on deferred pension when employee has less than 25 years' service or actuarially reduced pension, as they are defined in both plans) shall, upon retirement, be entitled to receive a lump sum payment equivalent to one eight-hour workday's base salary for each one eight-hour day of the employee's earned and unused sick leave up to a maximum of fifty-five (55) such equivalent eight-hour workdays of base salary. The term "eight-hour workday's base salary," as used herein, is defined as an amount equivalent to the employee's biweekly base salary, as defined and determined by the BASE SALARY Article of this Agreement, divided by 10.
2. When a terminal leave payment is paid to a deferred retiree with 25 or more years' service, the payment will be made on the deferred retiree's effective date of separation based on his/her pay rate and sick leave accumulation in effect at that time.
3. An employee shall be eligible to receive the terminal leave pay benefit only once during his/her lifetime.
4. Terminal leave payments shall not be construed as being part of employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
5. Terminal leave payments shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

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ARTICLE 27

MILITARY LEAVES

1. Short Term Military Leaves of Absence (Reserve or National Guard Duty)--Less Than 90 Days Per Calendar Year

a. Subject to the terms and conditions provided in subsections l.b. through l.d. of this Article, below, employees shall be entitled to time off with pay when they are required to take a leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

b. Maximum Amount of Time Off With Pay

(1) Continuous Service

If either military training duty leave or military duty on account of civil disturbance is limited to a single period during the calendar year, then such leave shall be granted with pay not to exceed fifteen (15) successive calendar days (including Saturdays, Sundays and legal holidays) during a calendar year.

(2) Intermittent Service

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed eighty (80) hours during the calendar year.

(3) Combined Maximum

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis, shall be in aggregate not exceed eighty (80) hours in aggregate for military training duty and eighty (80) hours in aggregate for military

1 duty in the State of Wisconsin because of riot or civil disturbance.

2 c. All employees who, because of honorable service in any of the wars of the United States, are
3 eligible for veterans' preference for employment by the City and/or as provided in Section
4 45.35(5) of the Wisconsin Statutes (as it may be amended from time to time), shall receive
5 full City pay plus all military pay for duty covered under subsection 1.b. of this Article,
6 above. In all other cases, the employee agrees to allow a payroll adjustment to his/her
7 biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a
8 maximum equal to his/her City pay received under subsection 1.b. of this Article, above),
9 and to make no subsequent claim for it whatsoever. Such deduction shall be administered so
10 as not to reduce employee pension benefits.

11 d. Return to City Employment from Short-Term Military Leave

12 The time off with pay for short-term military leaves provided hereunder shall be granted
13 only if the employee taking such leave reports back for City employment at the beginning of
14 his/her next regularly scheduled eight-hour work shift after the expiration of the last
15 calendar day necessary to travel from the place of training or civil disturbance duty to
16 Milwaukee following such employee's release from military duty.

17 2. Long Term Military Leaves of Absence -- 90 Days or Longer Per Calendar Year

18 a. Employees who enlist or are inducted or ordered into active service in the Armed Forces of
19 the United States or the State of Wisconsin, pursuant to an act of the Congress of the United
20 States or the Legislature of the State of Wisconsin or an order of the Commanders-in-Chief
21 thereof, shall be granted a leave of absence during the period of such service.

22 b. Upon completion and release from active duty under honorable conditions and subject to the
23 terms and conditions provided in subsection 2.c., below, employees on military leaves of
24 absence shall be reinstated into the positions they held at the time of taking such leave of
25 absence or to a position of like seniority, status, pay and salary advancement, provided,
26 however, that they are still qualified to perform the duties of their positions or similar

1 positions.

2 c. The rights to reinstatement provided in subsection 2.b. of this Article, above, shall be
3 terminated unless the employee satisfies the following conditions:

4 (1) Reinstatement from Military Reserve or National Guard Duty

5 (a) Initial Enlistment With At Least Three Consecutive Months of Active Duty

6 An employee who is a member of the Reserve or National Guard component of
7 the Armed Forces of the United States and is ordered to an initial period of
8 active duty for training of not less than three consecutive months shall make
9 application for re-employment within 31 days after: (i) such employee's release
10 from active duty from training after satisfactory service, or (ii) such employee's
11 discharge from hospitalization incident to such active duty for training or one
12 year after such employee's scheduled release from such training, whichever is
13 earlier.

14 (b) All Other Active Duty

15 Subject to Section 673b, Title 10, United States Code, an employee not covered
16 under subsection 2c(1)(a) of this Article, above, shall report back for work with
17 the City: (i) at the beginning of the employee's next regularly scheduled work
18 shift after the expiration of the last calendar day necessary to travel from the
19 place of training to the place of employment following such employee's release
20 from active duty, or (ii) such employee's discharge from hospitalization incident
21 to such active duty for training or one year after such employee's scheduled
22 release from such training, whichever is earlier.

23 For purposes of interpretation and construction of the provisions of subsections 2c(1)(a) and
24 2c(1)(b) of this subsection, full-time training or any other full-time duty performed by a
25 member of the Reserve or National Guard component of the Armed Forces of the United
26 States shall be considered active duty for training.

1 (2) Other Military Service with Active Duty Of At Least 90 Consecutive Days

2 An employee inducted or enlisted into active duty with the Armed Forces of the
3 United States for a period of at least 90 consecutive days, where such active duty is
4 not covered by subsection 2c (1), above, shall, upon satisfactory completion of
5 military service, make application for re-employment within 90 days after: (i) such
6 employee's release from active duty, or (ii) such employee's discharge from
7 hospitalization incident to such active duty or one year after such employee's
8 scheduled release from active duty, whichever is earlier.

9 (3) Exclusions From Reinstatement Benefits

10 In the event an individual granted a leave of absence for military service under this
11 Article fails to meet the requirements provided in subsections 2c (1) or 2c (2) of this
12 Article, above, or the employee's military service is not covered under these two
13 subsections, the City shall be under no obligation or requirement to reinstate such
14 individual to City employment.

15 3. Military Funeral Leaves of Absence

16 Employees shall be allowed to attend military funerals of veterans without loss of pay when a
17 request for the leave is made by a proper veterans' organization that the service of such officer or
18 employee is desired for the proper conduct of a military funeral.

19 4. Induction Examinations

20 Employees shall be entitled to time off with pay for time spent taking physical or mental
21 examinations to determine their eligibility for induction or service in the Armed Forces of the
22 United States; such time off with pay shall be granted only for examinations conducted by a United
23 States military agency.

24 5. Administration

25 The Chief of Police shall have the authority to establish such rules and procedures that he/she
26 deems necessary to administer the military leave benefits provided by this Article. These rules and

1 procedures shall cover, but not be limited to, requirements that employees provide the Chief of
2 Police with reasonable advance notice of any contemplated military leave and the appropriate
3 military orders and papers that fully document such military leave.
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ARTICLE 28

VACATIONS

1. Definitions

The following definitions shall be used solely for the purpose of computing the current and prospective vacation benefits:

- a. Anniversary Date: The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.
- b. Active Service: The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.
- c. Year of Service: The duration of time in active service.

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of service and at the sole discretion of the Chief of Police be allowed to take vacation time within the year of appointment. However, if the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned and payments made during the vacation shall be deducted upon termination of employment.

- 1 3. An employee shall earn vacation time at the following rates:
- 2 a. Rates For Calendar Years 2013, 2014, 2015, 2016, and 2017
- 3 (1) Eight (8) hours for each calendar month of active service since an employee's last
4 anniversary date up to a maximum of eighty (80) hours per calendar year for an
5 employee with less than seven (7) years of active service.
- 6 (2) Twelve (12) hours for each calendar month of active service since an employee's last
7 anniversary date up to a maximum of one hundred twenty (120) hours per calendar
8 year for an employee with at least seven (7) years but less than twelve (12) years of
9 active service.
- 10 (3) Sixteen (16) hours for each calendar month of active service since the employee's last
11 anniversary date, up to a maximum of one hundred sixty (160) hours per calendar year
12 for an employee with at least twelve (12) years but less than twenty (20) years of
13 active service .
- 14 (4) Twenty (20) hours for each calendar month of active service since an employee's last
15 anniversary date up to a maximum of two hundred (200) hours per calendar year for
16 an employee with at least twenty (20) years of active service.
- 17 b. For purposes of pro-rating, an employee in active service for at least fourteen (14) days in a
18 calendar month shall be deemed as having been in active service for the full calendar month;
19 in the event the employee is in active service for less than 14 days in a calendar month, then
20 the employee shall be deemed as not being in active service at all during the calendar month.
- 21 c. The time period during which an employee earns vacation with pay for a calendar year shall
22 be limited to the employee's period of active service between his/her anniversary date for
23 that calendar year and his/her immediate preceding anniversary date. The amount of
24 vacation time taken during a calendar year, except for separation from service as provided in
25 subsection 5 below, shall be limited to the maximums noted in this subsection, above.
26 These maximums are not guarantees; an employee is not entitled to any greater vacation

1 with pay in a calendar year than that which he/she has earned for that calendar year.

- 2 4. Employees must use vacation time during the calendar year for which such vacation time is earned;
3 employees who do not use all of their entitled vacation time within the calendar year for which it
4 was earned shall lose all rights to the unused time off.
- 5 5. Vacation time taken before the full amount has been earned shall be considered time owed the City
6 until it is earned. Any employee who leaves the service of the City due to resignation, retirement,
7 termination, discharge, layoff or death will have the compensation for vacation time owed the City
8 deducted from the final paycheck. In the event the employee's last pay check is for an amount less
9 than the amount of compensation owed the City, a deduction shall also be made from the
10 employee's next preceding pay check that covers the balance of compensation owed the City. Any
11 employee who leaves the service of the City due to resignation, retirement, layoff or death or who
12 takes military leave will be paid for earned vacation time that has accumulated. If an employee
13 returns to duty prior to his/her next following anniversary date, any vacation time earned and taken
14 hereunder shall be offset against the employee's earned vacation time for the calendar year in which
15 that anniversary date falls. Discharge employees are not entitled to pay for accumulated vacation
16 time.
- 17 6. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation
18 scheduled during the period of such leave provided the Police Department Administration receives a
19 written advance request to use the vacation, which indicates the time and place of the vacation, and
20 provided further, the employee's private physician has authorized use of this vacation. Injured
21 employees not using vacation scheduled during the period of their leave shall have their unused
22 vacation rescheduled by the Police Department Administration when they return to duty, if it is
23 possible to do so, before the end of the calendar year. In the event the Police Department
24 Administration is unable to reschedule all of the employee's remaining unused vacation before the
25 end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent
26 to the dollar value of the remaining unused vacation at the end of the calendar year, computed on

1 the basis of the employee's base salary rate in effect at the time for which the vacation was
2 originally scheduled. This lump sum payment shall be made as soon as is administratively
3 practicable following the end of the calendar year. The lump sum payment shall not be construed as
4 being part of the employee's base salary and shall not be included in the computation of any fringe
5 benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted
6 for pension benefits nor shall it be included in any computation establishing pension benefits or
7 payments. When authorized by the Police Department Administration, an employee may elect to
8 carry over into the next succeeding calendar year any remaining unused vacation that the Police
9 Department Administration was unable to reschedule by the end of the calendar year, instead of the
10 lump sum payment provided above. The vacation carried over shall be used by March 1 of the
11 following calendar year or the employee will lose all rights to it, including all rights to the lump
12 sum payment provided above. The scheduling of carried-over vacation shall be subject to
13 availability of the dates requested by the employee, require prior approval by the employee's
14 Commanding Officer and in no way affect the scheduling of other employees' vacations.

15 7. Employees on authorized sick leave shall have their vacation that was scheduled during such leave
16 rescheduled by the Police Department Administration when they return to duty if it is possible to do
17 so before the end of the calendar year. In the event the Police Department Administration is unable
18 to reschedule all of the employee's remaining unused vacation before the end of the calendar year,
19 the City, upon the employee's return to duty, will restore to the employee's sick leave account an
20 amount of time equal to the amount of unused vacation.

21 8. Employees in active service shall have time spent receiving a duty disability retirement allowance
22 included as years of service for purposes of computing current and prospective vacation benefits.

23 9. Segmented Vacation Periods

24 a. An employee may segment up to all of the portion of his/her maximum annual vacation time
25 entitlement earned under paragraph 3 that exceeds eighty (80) hours into units of one (1),
26 two (2), three (3) or four (4) consecutive eight-hour work days. The aggregate amount of an

1 employee's segmented vacation for a calendar year shall be deemed a segmented vacation
2 period. All other vacation benefits to which an employee is entitled shall be taken in five (5)
3 consecutive eight-hour workday units in accordance with existing Departmental practices.

4 b. A segmented vacation period may be used during the time period from January 1 through
5 and including December 31 of a calendar year.

6 c. An employee requesting a segmented vacation period in a calendar year shall, prior to
7 March 15 of such calendar year, notify his/her commanding officer in writing of this fact on
8 a form provided by the City, setting forth thereon the number of segmented days requested.
9 Notification requirements as to the specific dates requested by the employee for his/her
10 segmented vacation shall be as set forth in subsection 9.d., below. An employee failing to
11 comply with this requirement shall not be permitted a segmented vacation period during
12 such calendar year. The Police Department Administration shall have the authority to limit
13 the aggregate number of segmented vacation days requested in the time period provided for
14 in subsection b., above, if it determines that granting additional requests for segmented
15 vacation periods will result in insufficient manpower being available to meet the needs of
16 the Police Service.

17 d. For each unit of segmented vacation, the employee shall provide his/her commanding officer
18 with reasonable advance notice indicating the date(s) on which the employee wants to use
19 such unit of segmented vacation; such advance notice shall be provided in writing no later
20 than 72 hours prior to the first day of the segmented unit of vacation. Except for requested
21 segmented vacation dates occurring on or before March 15 of the calendar year, no
22 requested dates for segmented vacation will be processed by the Department until all non-
23 segmented vacations for that calendar year have been selected by every employee in the
24 Association bargaining unit. All segmented days must be scheduled or requested on or
25 before October 15th of the calendar year; provided, however, that subject to the approval of
26 an employee's commanding officer, the October 15 deadline may be waived because of

1 emergency, or other extraordinary circumstance, affecting the employee. An employee
2 failing to comply with requirements of this subsection shall have his/her unused segmented
3 vacation time scheduled for him/her by his/her commanding officer.

4 e. All requests made by employees for scheduling units of segmented vacation that are
5 submitted in accordance with the time limit and notice requirements provided above shall be
6 processed on a first-come, first-served basis, subject to the availability of the dates requested
7 determined by the employee's commanding officer. No request will be granted that results
8 in another employee losing any non-segmented vacation dates he/she had previously
9 selected in accordance with Departmental practices established for that purpose. In the
10 event an employee's request for scheduling a unit of segmented vacation is in compliance
11 with all of the time limit and advance notice requirements provided above, but the
12 employee's commanding officer has determined that some or all of the dates requested by
13 the employee for that unit are unavailable, it shall be the responsibility of the employee to
14 schedule available substitute dates with his/her commanding officer.

15 10. The vacation with pay benefits computed under the provisions of this Article shall be the full and
16 only vacation benefits to which employees covered by this Agreement shall be entitled during
17 calendar years 2013, 2014, 2015, 2016, and 2017.

18 11. The assignment and scheduling of vacations with pay shall be controlled by the Chief of Police.
19 However, in exercising those controls, supervisors charged with the responsibility of scheduling
20 vacations shall not be prohibited from tentatively agreeing to allow members to rearrange their
21 scheduled off days in order to change the starting date of a non-segmented vacation, if projected
22 staffing needs would appear to permit such a rearrangement. If it is necessary to revoke the
23 tentative approval granted due to staffing needs, the member shall be given notice no later than
24 seven days prior to the first day the member is tentatively scheduled to be absent.

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ARTICLE 29

TIME OFF FOR JURY DUTY

1. Employees covered by this Agreement shall be granted time off with pay for jury duty when they are legally summoned for jury duty, subject to the terms and conditions provided for in subsections 2 through 6, inclusive, of this Article, below.
2. When an employee is legally summoned to report for jury duty he/she shall:
 - a) Immediately notify his/her commanding officer and promptly submit to him/her a written report, in "matter of" form, showing the date he/she is required to report for such jury duty; and
 - b) Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and County of Milwaukee form 2448R16 (Official Jury Notice), and forward both documents to the Police Department Administration Bureau-Payroll Section; and
 - c) Submit a Certification of Jury Service form to the Police Department Administration Bureau--Payroll Section at the end of his/her jury duty. Copies of this form may be obtained from the Circuit Court Calendar Clerk.
3. While on authorized jury duty employees shall be considered by the Police Department to be working the day shift and shall be permitted to change their off-duty days (regular off and vacation days) subject to approval from the Police Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she receives (excluding official travel pay).
4. Employees shall not be eligible for overtime while on jury duty, even if such duty extends beyond

1 eight hours in one day; nor shall they be eligible for overtime for work performed outside their
2 regularly scheduled work shift that is the result of changes made pursuant to subsection 3. of this
3 Article, above.

4 5. On days when the employee is normally scheduled to work, no greater amount of time off for jury
5 duty shall be granted than is necessary. If an employee is called for jury duty on such day and
6 reports thereto without receiving a jury assignment for that day, or if he/she is engaged in jury duty
7 for part of such day, he/she shall immediately notify his/her commanding officer of this fact by
8 telephone and report back to work for the remainder of his/her work day. If the employee is
9 engaged in jury duty for part of a day that falls on a work day, then such requirement to report back
10 to work shall not be applicable on days where the amount of time remaining in the employee's
11 regularly scheduled eight-hour shift for that day, together with travel time from the jury duty site to
12 the employee's duty assignment location, does not allow for a work period of reasonable length; in
13 this circumstance, the employee shall still be required to notify his/her commanding officer in
14 accordance with the requirement set forth above. The criteria used in determining what constitutes
15 reasonable length shall be based on present Police Department practices covering jury duty;
16 notwithstanding the foregoing, an employee released from jury duty prior to 12:00 noon on a work
17 day must report back to work for the remainder of his/her work day.

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2 **ARTICLE 30**

3 **PAID LUNCH**

4 Present practices are continued for the duration of this Agreement.

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ARTICLE 31

TIME OFF IN LIEU OF HOLIDAYS

1. Employees shall be entitled to receive up to ninety-six (96) hours off with pay in lieu of holidays per fiscal year, one eight-hour period of which shall be designated by the Chief of Police to commemorate Dr. Martin Luther King's birthday.
2. Employees in active service less than a fiscal year shall be entitled to time off in lieu of holidays with pay prorated on the basis of their length of service during the fiscal year. Time off in lieu of holidays shall be earned at a rate of eight (8) hours per calendar month for each calendar month in a calendar year that the employee was on the Police Department payroll. For purposes of interpretation of this provision, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the Police Department payroll for the full calendar month; in the event the employee is on the Police Department payroll for less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during such calendar month.
3. Except as provided in subsection 4 of this Article, below, such time off with pay shall be used by the employee in the fiscal year in which they are earned; employees who do not use all of their entitled time off in lieu of holidays within the fiscal year in which it was earned shall lose all right to the unused time off.
4. If an employee is unable to use all of the time off in lieu of holidays with pay to which the employee is entitled during a fiscal year because of an extended period of authorized sick leave that does not allow the Chief of Police to reschedule some or all of the employee's unused time off in lieu of holidays in that fiscal year, then the City, upon the employee's return to duty in the next fiscal year, will restore to the employee's sick leave account an amount of time equal to the amount of such unused time off in lieu of holidays with pay that the Chief of Police was unable to

1 reschedule. This provision shall only cover time off in lieu of holidays that is not integrated into the
2 employee's regular work schedule. (In the case of an employee assigned to a District Station on an
3 eight-hour shift basis whose regular work schedule is five days on-duty, two days off-duty,
4 followed by four days on-duty, two days off-duty, etc., this provision would cover the 32 hours off
5 in lieu of holidays per fiscal year that are not integrated into the employee's regular work schedule
6 and would not cover any of the 64 hours off in lieu of holidays per fiscal year that are integrated
7 into the employee's regular work schedule.)

- 8 5. The scheduling of work days off in lieu of holidays with pay shall be controlled by the Chief of
9 Police.

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ARTICLE 32

HOLIDAY PREMIUM PAY

1. Except as provided in paragraph 2, employees who are assigned to duty on July 4, December 25, January 1 and/or Labor Day (first Monday in September) of a calendar year shall be compensated in cash at a rate of one and one-half (1½) their base salary for all such assigned duty worked from 12:00 a.m. through 11:59 p.m., inclusive, during such days.
2. An employee may elect to receive such holiday compensation in compensatory time off in lieu of cash, subject to the following terms and conditions:
 - a. The employee's compensatory time off balance (CTB) recorded on the most current Police Department Personnel Status Report must be less than 225 hours;
 - b. Compensatory time off earned by an employee on a holiday listed above shall be included in his/her CTB;
 - c. The procedures governing the use of compensatory time off earned on holidays shall be the same as those provided in the OVERTIME Article of this Agreement for use of compensatory time off; and
 - d. An employee may elect to receive compensatory time off in lieu of cash for work performed during roll-call time on a holiday listed above, only if he/she elects compensatory time off for all roll-call time worked during the Pay Period in which the holiday occurred (this is consistent with existing Departmental procedures governing eligibility for election of compensatory time off for roll-call time overtime).
3. For administrative purposes, all time so worked shall be computed to the nearest 0.1 of an hour. For purposes of interpretation and construction of this Article, the compensation herein provided shall only be granted for authorized duty occurring on the actual calendar dates that the four (4) holidays listed above fall; no such compensation will be granted for duty on any other calendar date on

- 1 which these four (4) holidays may officially be celebrated or observed pursuant to law.
- 2 4. Application of the provisions enumerated herein shall not involve pyramiding of the compensation
- 3 described herein. No employee shall receive overtime benefits and/or shift or weekend differential
- 4 benefits in addition to holiday premium pay.
- 5 5. Any payment made in addition to the employee's base salary under the provisions of this Article
- 6 shall not have any sum deducted for pension benefits nor shall such payments be included in
- 7 determining pension benefits or other fringe benefits.
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ARTICLE 33

UNIFORM AND EQUIPMENT

1. Uniform and equipment benefits for employees shall be as follows:

a. Initial Allowance

- (1) Employees in the Police Officer job classifications shall, upon appointment, receive an initial uniform and equipment issue, the specific items of which shall be determined by the Chief of Police. These specific items shall remain the property of the City and shall revert to the Police Department upon the employee's severance from service from and after January 1, 1991.
- (2) Effective as soon after September 14, 1987, as administratively practicable, one silver badge patch for the windbreaker shall be included in the initial issue.
- (3) Effective upon the execution date of the 2010-2012 Agreement, a uniform outer carrier shall be included in the initial issue, which shall replace the initial issue of a sweater.

b. Replacement Allowance

- (1) Employees Occupying Classifications Other Than Detective, Chief Document Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification Systems Specialist, Document Examiner and Identification Technician
 - (a) The City shall replace articles of initial allowance of uniform and equipment prescribed by the Chief of Police and, in addition, up to two shirts or one uniform outer carrier and one turtleneck shirt or any combination thereof totaling two items per year, whenever such articles have been condemned on account of normal wear and tear. At his/her option the employee may have either a summer short sleeve shirt or a winter long sleeve shirt or a turtleneck

1 shirt replaced. The Chief of Police shall issue a requisition to a vendor selected
2 by the Standards and Procurement Division for each replacement article
3 required. Whenever an article has been replaced through requisition, the
4 employee shall be required to present the requisitioned article to the Police
5 Academy for approval and the employee shall be required to turn in the
6 condemned article at the Police Academy. (Note: The intent of this Article
7 shall be as provided in a clarifying Negotiating Note between the City and the
8 Association dated October 7, 1977).

9 (b) The City shall provide employees a uniform and equipment maintenance
10 allowance of \$300 per annum.

11 (c) Payments made under subsection 1.b.(1)(b) of this Article shall be paid in
12 December of the year in which they were earned. Pro-rata adjustment to the
13 nearest calendar month on the basis of length of service shall be made for
14 employees occupying applicable classifications for less than a full calendar year.
15 For purposes of prorating, an employee on the payroll and occupying such
16 classifications for at least 14 days in a calendar month shall be deemed as
17 occupying such classification for the full calendar month; in event the employee
18 occupies the classification for fewer than 14 days in a calendar month, the
19 employee shall be deemed as not occupying the classification at all during that
20 calendar month.

21 (2) Detectives, Chief Document Examiner, Police Audio Visual Specialist, Latent Print
22 Examiner, Identification Systems Specialist, Document Examiner and, Identification
23 Technician

24 (a) The City shall provide employees occupying the classification of Detective,
25 Chief Document Examiner, Police Audio Visual Specialist, Latent Print
26 Examiner, Identification Systems Specialist, Document Examiner and

1 Identification Technician a clothing allowance of \$450 per annum.

2 (b) Payments made under subsection 1.b.(2)(a) of this Article shall be paid in
3 December of the year in which they were earned. Pro-rata adjustment of the
4 foregoing allowances to the nearest calendar month on the basis of length of
5 service shall be made for employees occupying the classifications of Detective,
6 Chief Document Examiner, Police Audio Visual Specialist, Latent Print
7 Examiner, Identification Systems Specialist and Document Examiner and
8 Identification Technician, for less than a full calendar year. For purposes of
9 prorating, an employee on the payroll and occupying the classification of
10 Detective, Chief Document Examiner, Police Audio Visual Specialist, Latent
11 Print Examiner, Identification Systems Specialist Document Examiner and
12 Identification Technician, for at least 14 days in a calendar month, shall be
13 deemed as occupying such classification for the full calendar month; an
14 employee occupying the classification of Detective, Chief Document Examiner,
15 Police Audio Visual Specialist, Latent Print Examiner, Identification Systems
16 Specialist, Document Examiner and Identification Technician, for fewer than
17 14 days in a calendar month shall be deemed as not occupying the classification
18 at all during that calendar month.

19 2. Subject to the following terms and conditions, the City will provide each employee in the Detective
20 classification with one (1) windbreaker:

- 21 a. For employees appointed to the Detective classification, the windbreaker shall be
22 provided upon appointment as Detective.
- 23 b. The specifications of the windbreaker shall be prescribed by the Chief of Police.
- 24 c. The windbreaker shall be deemed "initial issue" for Detectives and replacement shall
25 be made in accordance with the provisions of paragraph 1.b.(1)(a) of this Article.

26 3. During the term of this Agreement, each member of the bargaining unit shall be compensated for

1 items of uniform and equipment prescribed by the Police Department which are either (1) directly
2 or indirectly destroyed in the line of duty, or (2) stolen from the member while such member is on
3 duty. The provisions of item (2) of this paragraph shall only be applicable to claims made in
4 relation to incidents of theft where there is no negligence on the part of the member. The Chief of
5 Police shall assess the amount of damage, and he or she shall assess the amount of loss resulting
6 from incidents of theft compensable hereunder. For purposes of interpretation and construction, the
7 term "items of uniform and equipment prescribed by the Police Department" as used herein shall
8 only cover those items that were compensable under the terms of the UNIFORM AND
9 EQUIPMENT Article of the 2007-2009 City/MPA Agreement. Additionally, the Chief may, at his
10 or her discretion, approve other items of Uniform and Equipment as compensable hereunder and
11 shall assess the amount of damage or loss for such items.

12 4. The following provisions shall apply to soft body armor which is a part of the Department's initial
13 issue for appointments occurring on or after the May 18, 1989, or a replacement under paragraphs
14 1.b.(1)(a) or 3. of this Article occurring on or after May 18, 1989:

15 a. As part of initial issue or replacement allowance that is provided under the provisions of this
16 Article, the Department will provide an employee with standard issue soft body armor, the
17 specifications of which shall be determined and prescribed by the Chief of Police. The
18 threat level for standard issue soft body armor prescribed by the Chief shall not be less than
19 threat level II (as this threat level standard is defined and determined as of May 18, 1989), or
20 its equivalent.

21 b. In lieu of the standard issue, an employee may elect soft body armor with a threat level IIIA
22 classification; such election shall be in writing in a manner prescribed by the Department.
23 The threat level IIIA soft body armor elected shall be provided by the Department and shall
24 conform to specifications prescribed by the Chief of Police.

25 c. Employees in active service appointed prior to May 18, 1989, who did not have the option to
26 elect soft body armor with a threat level higher than threat level II shall have a one-time-

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2 **ARTICLE 34**

3 **SAFETY GLASSES**

4 The City will provide safety glasses for police officers who are required to wear glasses for
5 corrective purposes under the same provisions under which these glasses are provided for other City
6 employees. Such glasses shall remain the property of the City of Milwaukee.

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ARTICLE 35

AUTO ALLOWANCE

1. A member of the Department may use his/her privately owned vehicle for Departmental business only under express authorization from his/her commanding officer. When such use is authorized, the City will indemnify the officer for any property damage sustained by his/her automobile and shall represent the officer and shall be responsible for any judgment, damages and costs entered against the officer for acts arising out of his/her official capacity while acting within the scope of his/her employment.
2. When an employee is authorized by his/her commanding officer to use his/her private vehicle on Departmental business, in accordance with Departmental procedures established for that purpose, and the vehicle sustains damage during such use, the employee shall submit a written report of the damages to his/her commanding officer before the end of the work shift in which the damages occurred. The report shall include a description of the damages, the date and time of occurrence, and the cause. Reasonable costs of damages to the officer's vehicle will be reimbursed by the City provided the employee submits documentation of such cost to his/her commanding officer no later than seven (7) calendar days following the occurrence of the damage and further provided that the City is subrogated to the extent of its property damage payment in the event the officer recovers those damages from any third party. If bona fide medical circumstances applicable to the employee preclude compliance with the above time limits, the employer shall authorize a reasonable extension of these time limits.

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ARTICLE 36

LOCKERS

1. Except as provided in subsection 2, below, the City will provide each employee covered by this Agreement with individual locker space.
2. The City shall not have to provide employees with individual locker space at locations where sufficient existing space is not available or where providing individual locker space would require extensive remodeling or construction. If individual locker space is not available to accommodate every employee, then individual locker space shall be assigned on a seniority basis identical to that which governs selection of vacations within the district or bureau. Employees not assigned to individual lockers shall be assigned shared lockers.
3. If the City constructs new buildings, space shall be allotted for locker rooms containing lockers for each individual employee.
4. The City shall continue to retain the right of inspection provided the employees whose lockers are inspected are present during such inspection and the City shall continue to be held blameless against loss, theft or damage.
5. Members who use Department lockers shall be permitted to use private locks and shall secure their lockers at all times. The Department will not establish a master key system so long as paragraphs one through four, above, of this Article remain the same as those in the 1995-1997 City-Union labor agreement.

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ARTICLE 37

SPECIAL UNIT PAY

1. Employees assigned by the Chief of Police to any of the following special units shall receive an amount in addition to base salary equivalent to \$240 per annum: the Bomb Squad Unit, the Underwater Investigation Unit. An employee may not receive more than \$240 per annum regardless of the number of special units he/she may belong to at any one given time. Effective for calendar year 2014, paid in 2015, the Special Unit Pay payment shall increase to \$350. Effective 2015, with payments in 2016, the Arson Investigators and the Honor Guard will be added to the list of special units.2. Payments made under the provisions of this Article shall be paid after December 31 of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of service in a Special Unit will be made for those employees who were assigned to a Special Unit for less than a full calendar year. For purposes of pro rating, an employee assigned to the Bomb Squad, the Underwater Investigation Unit, or the Arson Investigation Unit* for at least 14 days in a calendar month shall be deemed as having been assigned to a Special Unit for the full calendar month; in the event the employee is assigned to a Special Unit less than 14 days in a calendar month, the employee shall be deemed as not having been assigned to a Special Unit at all during the calendar month.
3. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

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ARTICLE 38

EDUCATIONAL PROGRAM

1. Subject to the terms and conditions provided in subsections 2 through 6, below, upon attainment of necessary credits or degree, an employee’s base salary shall be as identified in Article 10 of this Agreement.
2. No employee will be eligible for Educational Pay unless he/she has a minimum of one year of active service on the police force.
3. Courses for which credits or degrees are earned for which payment shall be made shall be limited to courses of study in which the credits have been successfully earned from an educational institution accredited by any of the following regional accreditation associations:
 - North Central Association of Colleges and Schools
 - Middle States Association of Colleges and Schools
 - New England Association of Schools and Colleges, Inc.
 - Northwest Association of Colleges and Schools
 - Southern Association of Colleges and Schools
 - Western Association of Schools and Colleges
4. Employees who have earned a Baccalaureate and/or Advanced Degree shall request that the degree granting collegiate institutions send a report to the Milwaukee Police Department with a statement as to the date on which the degree was conferred, the major field of study pursued, and that the institution was a member in good standing of an association listed in 3., above, at the time the degree was granted.
5. It shall be the sole responsibility of the employee to provide the Police Department Administration

1 with evidence of successful completion of the course work for which Educational Pay is being
2 sought; such evidence shall be as prescribed by the Chief of Police and shall include, but not be
3 limited to, official transcripts, degree/diploma, and the date(s) credits were earned and degrees were
4 conferred. The employee shall be solely responsible for any costs associated with providing this
5 evidence.

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ARTICLE 39

TUITION AND TEXTBOOK REIMBURSEMENT

1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
2. If an employee is ineligible to receive tuition and/or textbook reimbursement under the provisions of Subsection 1 of this Article, the City will reimburse tuition and textbook costs incurred by the employee up to a combined maximum (tuition and textbook costs added together) of \$1,200.00 per calendar year during the term of this Agreement (any portion of the combined maximum may be used for short courses which are less than three weeks in duration) subject to the terms and conditions hereinafter provided.
3. All courses of study for which reimbursement is requested by an employee under the provisions of Subsection 2 of this Article shall be job related and approved by the Police Chief before any such reimbursement is paid to the employee by the City. Effective upon execution of the 2010-2012 Agreement, coursework approved to be on City time by both the Chief of Police and the Department of Employee Relations may be on City time.
4. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees must submit an application for reimbursement to a City-designated administrator on a form provided by the City no later than four (4) weeks following the starting date of the course for which reimbursement is requested.
5. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees shall present evidence to a City designated administrator of successful completion for those Police Department approved courses of study that they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion

1 of such Police Department approved courses of study and shall consist of the final grade report for
2 each such Police Department approved course of study. A Police Department approved course of
3 study shall be deemed successfully completed if:

4 a. A grade of "C" or higher is received and such course of study is an undergraduate course of
5 study; or

6 b. A grade of "B" or higher is received and such course of study is a graduate course of study;
7 or

8 c. When grades are not given or the course of study taken is a non-credit one then the
9 employee must present to aforesaid City designated administrator within the time limit
10 above described a written statement from the course's instructor that the employee has
11 satisfactorily completed the course of study.

12 6. Payment of reimbursement described in Subsection 2 of this Article shall be made as soon as is
13 administratively practicable after the reimbursement application and evidence of successful
14 completion of the Police Department approved courses of study for which such reimbursement is
15 being requested is received by aforesaid City designated administrator.

16 7. Any payment made under the provisions of this Article shall not have any sum deducted for pension
17 benefits nor shall such payments be included in the determination of pension benefits or other fringe
18 benefits.

19 8. Employees must remain in service for a six-month period after receiving Tuition and Textbook
20 Reimbursement from the City or the amount reimbursed will be deducted from the employee's final
21 paycheck.

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ARTICLE 40

SENIORITY FOR LAYOFF PURPOSES

1. In the event of a layoff of members of the bargaining unit, the order of layoff shall be inversely related to length of service. (The last employee hired shall be the first employee laid off).
2. In the event of a recall to work, the order of return shall be directly related to length of service. (The last employee laid off shall be the first employee returned to work).
3. Length of service, for the purpose of this Article, is to be measured from the date of original hire in the Police Department with police powers.
4. Should the City find it necessary to lay off members of the bargaining unit, it shall give the Association notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The City and the Association shall meet within three (3) working days of the notice to discuss layoffs. The City at this meeting shall provide the Association with a current seniority list of the Police Department.
5. Seniority shall be broken if an employee:
 - a. Retires
 - b. Resigns from the police service
 - c. Is discharged and the discharge is not reversed
 - d. Is not recalled from layoff for a period of three (3) years
 - e. Is recalled from a layoff and does not report for work within three (3) calendar weeks
 - f. Does not return at the expiration of a leave of absence.
6. Employees of the same rank having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.
7. In the event of a layoff, the City shall not transfer any employee covered by this Agreement out of the Police Department to any other City Department.

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ARTICLE 41

AGENCY SHOP

1. The City agrees to allow the Association an "Agency Shop," as permitted by the provisions of Section 111.70 (h) of the Wisconsin Statutes.
2. No member of the bargaining unit is required to join the Association. However, membership in the Association is open to all members of the bargaining unit who choose to join and comply with the constitution and by-laws of the Association. No person will be denied membership in the Association because of race, ethnic origin, sex or religious affiliation.
3. As a condition of continuing employment, all members of the bargaining unit shall bear their fair share of the costs of collective bargaining by paying to the Association a monthly sum equal to the regular monthly dues of members of the Association.
4. The City will deduct dues payments of Association members and fair-share payments of non-members from their bi-weekly paycheck and remit these sums to the Association Treasurer within ten (10) calendar days after the payday from which the deduction was made.
5. Dues or fair-share deductions for new employees in the Association bargaining unit will be made from their first paycheck.
6. The City will not deduct the dues of any employee in a two-week pay period unless the employee is a member of the Association bargaining unit for at least seven calendar days in such pay period.
7. Changes in dues or fair-share amounts to be deducted shall be certified by the Association to the City Labor Negotiator at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
8. The MPA shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees

1 and disbursements of the City, if any) arising from any objections to or contesting of the
2 validity of any dues or fair-share deductions or the interpretation, application or
3 enforcement of this provision.

4 9. The Association will fully and fairly represent all members of the bargaining unit regardless of
5 whether they are members of the Association.

6 10. The City reserves the right to stop, withhold, or modify dues deductions for employees or positions
7 in question until resolved by mutual agreement or by the Wisconsin Employment Relations
8 Commission.

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ARTICLE 42

DUES CHECK-OFF

1. Except as provided in subsection 5, below, the provisions of this Article shall cover employees only if the AGENCY SHOP provision of this Agreement is determined by a competent court or tribunal to be inoperative; in which event this provision shall be deemed a mutually satisfactory replacement for the AGENCY SHOP provision and the provisions of subsection 2. of the WAIVER OF FURTHER BARGAINING Article of this Agreement shall not apply.
2. Employees may authorize the City to deduct Association dues from their paychecks by executing an authorization card, such authorization card prescribed by the City, and submitting it to a City-designated administrator.
3. Check-off shall become effective two pay periods following the date the employee's executed authorization card is received by the City-designated administrator. If any employee wishes to withdraw from check-off, he shall pay a fee of \$2.00 to the City Treasurer and obtain a revocation card in accordance with procedures established for that purpose by the City. Such withdrawal will become effective four pay periods after filing.
4. The Association shall file a report with the City Comptroller's Office certifying the amount of employee dues deduction that is uniformly required of all employees represented by the Association. Changes in uniform employee dues deductions shall be certified by the Association and filed with the City Comptroller's Office at least 15 calendar days before the start of the pay period the new uniform dues deduction schedule is to become effective.
5. An employee newly appointed to City employment on or after the execution date of this Agreement may authorize the City to deduct Association initiation dues from his/her paycheck by executing an authorization card prescribed by the City for this purpose and submitting it to a City-designated administrator within 60 calendar days following his/her appointment date. Initiation dues check-off

1 shall become effective with the third pay period following the date the authorization card is received
2 by the City administrator and shall be made in four (4) equal installments spread over four (4) pay
3 periods. Once authorized, an employee may not withdraw from the check-off except for separation
4 from active service. The Association shall file a report with the City Comptroller's Office certifying
5 the amount of employee initiation dues that are uniformly required of all new employees
6 represented by the Association. Changes in uniform initiation dues shall be certified by the
7 Association and filed with the City Comptroller's Office at least 15 calendar days before the start of
8 the pay period the new uniform dues deduction schedule is to become effective.

- 9 6. So long as the Union complies with all of the requirements of Common Council Resolution File No.
10 960930, the City shall deduct from the biweekly earnings of employees in the bargaining unit the
11 employees' voluntary political contributions and submit such deduction to the Union on a biweekly
12 basis. The political check form shall be as provided by the Union and in compliance with the
13 Federal Election Commission requirements.

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ARTICLE 43

BULLETIN BOARDS

The City will furnish bulletin boards at each district station and bureau. The material being placed upon such boards shall consist of official announcements of the Association, announcements of social events, Association election campaign material (provided that such material is non-controversial), results of Association elections, calls for Association elections; and any other matter approved by the Association, provided such other matter is non-controversial. It shall be the duty of the Association to keep the boards current and to remove obsolete material; the Association shall assign one or more stewards at each location for this purpose. The parties shall interpret this article in a manner consistent with the final determination of the Wisconsin Employment Relations Commission in Case 442 No. 55600 MP-3346.

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2 **ARTICLE 44**

3 **NEGOTIATIONS**

4 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of
5 carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as
6 such party may determine. No consent from either party shall be required in order to name such
7 negotiator or negotiators.

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2 **ARTICLE 45**

3 **LIMITATIONS UPON ASSOCIATION ACTIVITY**

- 4 1. No Association member or officer shall conduct any Association business on City time except as
5 specified in this Agreement or as authorized by the Chief of Police, City Labor Negotiator, or the
6 Labor Policy Committee of the Common Council. Nothing in this subsection shall preclude
7 obtaining employee signatures on grievance forms or meetings to discuss grievances on City time
8 when authorized by commanding officer.
- 9 2. No Association meeting shall be held on City time nor on City property.

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ARTICLE 46

ASSOCIATION NEGOTIATING TIME

1. The Association shall provide the City Labor Negotiator with the names of the members of its Executive Board and the names of those Board members who will comprise the Association Negotiating Committee.
2. Subject to the terms and conditions hereinafter provided, members of the Association Negotiating Committee shall be entitled to paid time off computed at straight time (1x) rates for authorized City/Association negotiating meetings. The amount of paid time off provided shall be limited to the length of each authorized City/Association negotiating meeting, including reasonable travel time from site of employment to site of meeting, but in no event shall payment be made for time greater than eight (8) hours per day.
3. For each authorized City/Association Negotiating Meeting, the Association shall provide the City Labor Negotiator with the names of the Association bargaining committee members attending the meeting that are to be covered by the provisions of this Article. These names shall be provided sufficiently in advance of the meeting to permit the City Labor Negotiator to give reasonable advance notice to the Chief of Police of the meeting.
4. Reimbursement
 - a. Each month, the Association shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month.
 - b. Each month, the Association shall also reimburse the City an amount equivalent to the overtime premium (1/2x) paid employees required to work overtime as a result of members utilizing paid time off under the provisions of this Article during such month. The Police Department Administration shall determine the amount of overtime premium owed the City.
 - c. The paid time off benefits provided hereunder shall be suspended and made inapplicable

- 1 whenever the Association is in non-compliance with the reimbursement requirements
2 provided by subsections 4a. and 4b. of this Article, above.
- 3 d. This subsection shall not apply to the first 300 hours of paid time off used in each year of
4 this Agreement.
- 5 5. The City Labor Negotiator shall interpret and administer the provisions of this Article.
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ARTICLE 47

BANK OF HOURS FOR ASSOCIATION ACTIVITY

The Association shall advise the City of the names of the members of its Executive Board. Such members, in aggregate, shall be entitled to a maximum of 4,500 hours per calendar year paid time off subject to the following terms and conditions:

1. Such paid time off shall be limited to Association membership meetings, Executive Board meetings, Steward meetings, to serve as requested in representing Association members and for the attendance at authorized meetings of City Boards, Commissions and Committees.
2. Except for authorized meetings of City Boards, Commissions and Committees, the Association shall provide the Chief of Police with written notice of each such meeting and the members to be released on account thereof. Seven days' notice shall be provided for all but two meetings during a calendar year. For two meetings, written notice of not less than 24 hours may be given. In the event that notice meeting the requirements herein is not given, the Chief of Police shall not be obligated to release members for a meeting.
3. For each authorized meeting of a City Board, Commission or Committee, the Association shall provide the Chief of Police with written advance notice of not less than 24 hours for such meeting and the Executive Board members to be released on account thereof.
4. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
5. Reimbursement
 - a. Each month, the Association shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month.
 - b. Each month, the Association shall also reimburse the City an amount equivalent to the overtime premium (1/2X) paid employees required to work overtime as a result of

1 members utilizing paid time off under the provisions of this Article during such
2 month. The Police Department Administration shall determine the amount of
3 overtime premium owed the City.

- 4 c. The paid time off benefits provided hereunder shall be suspended and made
5 inapplicable whenever the Association is in non-compliance with the reimbursement
6 requirements provided by subsection 5a. and 5b. of this Article, above.

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ARTICLE 48

CONTRACT ADMINISTRATION

The City will allow the Association up to three full-time positions of Police Liaison Officer. These positions shall at all times be subject to the following terms and conditions:

1. Within 30 calendar days following the execution date of this Agreement, the Association shall provide the City with a written notice indicating the names of the three employees it wants to designate as Police Liaison Officers. In the event the Association subsequently wants to replace an individual it has designated as a Police Liaison Officer with another employee, it shall provide the City with a written notice indicating: the names of the replacement employee and the employee to be replaced, along with the effective date of such replacement. Such notice to be provided the City not less than 30 calendar days prior to the effective date of the replacement. An employee designated by the Association for a Police Liaison Officer position shall not be permitted to serve in that position until the City receives a written statement from the employee indicating that he/she volunteered to serve as a Police Liaison Officer.
2. Upon the City's receipt of the written notices required in subsection 1 of this Article, above, the individuals designated by the Association as a Police Liaison Officer will be relieved of present duties and be assigned by the City to assist the Association in conferences with other employees and supervisors, and to participate in meetings called by management or otherwise authorized under this Agreement. A Police Liaison Officer shall assist the parties in maintaining harmonious relationships during the term of this Agreement, shall devote an amount of time to these activities equal to that for which the City compensates him/her and shall conduct other Association activities in such a way that they will not be construed as City-supported activities.
3. The City shall provide the base salary for two employees occupying positions of Police Liaison

1 Officer which shall be equivalent to the base salary they would be entitled to receive under the
2 BASE SALARY provision of this Agreement had they remained employed in the Police
3 Department in the classifications they occupied immediately prior to becoming Police Liaison
4 Officers. The two employees occupying the positions of Police Liaison Officer shall receive \$150
5 biweekly in addition to their base salary as compensation in lieu of overtime pay, uniform/clothing
6 maintenance or replacement allowance, motorcycle pay and all other allowances or pay received by
7 a member of the Milwaukee Police Department. An employee who has served as a Police Liaison
8 Officer, who retires from active service on a service retirement after January 1, 2004, shall have the
9 \$150 biweekly payment compensation he or she received in and after Pay Period 1, 2004, included
10 in his or her final average salary for purposes of computing his or her service retirement allowance.
11 For purposes of interpretation and construction of the provisions of this Article, such employee is
12 entitled to include in the Final Average Salary compensation the total amount of the \$150 biweekly
13 payments the employee received in any twelve (12) month period. With respect to the third Police
14 Liaison Officer, the Association shall provide the base salary and the \$150 biweekly compensation
15 described above.

16 4. The Association shall pay to the City, on a quarterly basis, an amount equal to one-half (1/2) the base
17 salary payments (before taxes) made by the City to two Police Liaison Officers and an amount
18 equal to 100% of the base salary (before taxes) and \$150 biweekly payments made by the City to
19 one Police Liaison Officer.

20 5. A Police Liaison Officer shall be covered by the following provisions of this Agreement, and the
21 benefits they provide, under the same terms and conditions applicable to employees covered by this
22 Agreement:

- 23 LONGEVITY IN RANK PAY
- 24 CERTIFICATION PAY
- 25 PENSIONS AND RELATED MATTERS
- 26 LIFE INSURANCE
- 27 HEALTH INSURANCE
- 28 SICK LEAVE
- 29 INJURY PAY
- 30 TERMINAL LEAVE
- 31 VACATIONS

1 WORK DAYS OFF IN LIEU OF HOLIDAYS
2 MILITARY LEAVE
3 EDUCATIONAL PROGRAM
4 TUITION AND TEXTBOOK REIMBURSEMENT
5

6 The benefits provided by the provisions of this Agreement listed above shall be the only
7 benefits that the Police Liaison Officer is entitled to.

8 6. A Police Liaison Officer shall have no police powers but shall receive from the City such direction
9 of their activities and the accounting thereof as is hereinafter provided.

10 7. A Police Liaison Officer shall, subject to the approval of the Fire and Police Commission, be
11 detached from the Police Department and assigned to the Common Council-City Clerk.

12 8. A Police Liaison Officer shall under no circumstances be eligible for any salary payment for any
13 work performed:

- 14 a. Beyond eight hours in any one day.
 - 15 b. Beyond forty hours in any one week.
 - 16 c. On a holiday.
 - 17 d. On an off-day.
 - 18 e. On a vacation day
- 19

20 9. A Police Liaison Officer in the above five situations shall be considered as being on a flexible
21 schedule.

22 10. The base salary and benefits provided to a Police Liaison Officer shall be under the administration
23 of the City Clerk. The scheduling of the vacation and holiday benefits provided in subsection 5. of
24 this Article, above, shall be controlled by the City Clerk. The hours of work for a Police Liaison
25 Officer shall be under the Administration and control of the City Clerk.

26 11. Police Liaison Officers shall be under the complete control, direction and supervision of the City
27 Clerk and at all times remain employees of the City.

28 12. A Police Liaison Officer shall perform such duties as are noted below:

- 29 a. Assist in processing any problems pertaining only to matters involving interpretation,
30 application and enforcement of this Agreement.
- 31 b. Submit a report of their activities to the City Clerk each week.

32 13. Absent prior authorization from the Chief of Police, no Association business shall be conducted by

- 1 a Police Liaison Officer with members of the Police Department during members' duty hours.
- 2 14. A Police Liaison Officer shall in no way interfere, infringe upon or question any disciplinary action
3 of the Chief of Police or the Fire and Police Commission; nor shall he/she interfere, infringe upon,
4 or question any powers, functions, duties and responsibilities of the Chief of Police and the Fire and
5 Police Commission as are provided by State Statutes and Charter Ordinances.
- 6 15. If necessary, the City Clerk shall request that the City Service Commission exempt a Police Liaison
7 Officer from civil service under Section 63.27, Wisconsin Statutes, and approve his/her title and pay
8 rate.
- 9 16. If necessary, the City Clerk shall request that the Fire and Police Commission approve detachment
10 of a Police Liaison Officer from the Police Department with reinstatement rights to the position
11 he/she held in the Police Department prior to his/her detachment, and that upon his/her return to the
12 Police Department, he/she be permitted to count time spent as a Police Liaison Officer for the sole
13 purpose of meeting the length of service requirements when qualifying to take promotional exams.
14 A Police Liaison Officer who meets the qualifications established for a promotional exam may take
15 such exam while he/she is a Police Liaison Officer. In the event a Police Liaison Officer is
16 nominated by the Chief of Police for promotion while a Police Liaison Officer and he/she wishes to
17 accept the nomination, the Police Liaison Officer must indicate acceptance of nomination in writing
18 to the Chief of Police and at the same time, provide notice to the Chief of Police of his/her
19 resignation from the position of Police Liaison Officer. The resignation from the position of Police
20 Liaison Officer shall be effective on the same date the promotion is effective. Such written notice
21 must be received by the Chief of Police no more than 15 calendar days after the date on which the
22 Police Liaison Officer is notified of his/her nomination. Failure to comply with the notification
23 requirement shall automatically nullify the nomination and the Police Liaison Officer's name shall
24 be removed from the eligible list and he/she shall not be eligible to be promoted from that list.
- 25 17. Except as specifically provided otherwise herein, all costs associated with a Police Liaison Officer
26 shall be borne by the Association and under no circumstances shall the City be required to

1 reimburse the Association for said costs.

2 18. The Association agrees that in the event of litigation against the City, its agents or employees,
3 arising out of the Contract Administration Provision, the Association will co-defend and indemnify
4 and hold harmless the City, its agents or employees for any monetary award and all costs levied by
5 a court as a result of such litigation, including attorney fees. Notwithstanding any provision of this
6 Agreement, the City shall not be required to negotiate a replacement for the Contract
7 Administration provision, or part of it, in the event the provision is modified by operation of law or
8 by any tribunal of competent jurisdiction if compliance with or enforcement of this provision, or a
9 part of this provision, should be restrained by such tribunal.

10 19. The President of the Association and the City Clerk shall meet at least every three months to discuss
11 and resolve any concerns the City Clerk may have regarding the administration of this Article.

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ARTICLE 49

BARGAINING UNIT INFORMATION

- 1. On a quarterly basis, the City will provide the Association with the name, rank, payroll number district or bureau assignment, and home address of all employees the Association is authorized to represent by virtue of this Agreement and will keep such information current.
- 2. The City will provide the Association with the following information (except as noted otherwise, the information to be provided shall be limited to information that is current and prospective as of such execution date):

- a. Police Department Bi-Weekly Roster List

The Roster List information provided will only cover employees represented by the Association and will be provided in two formats: (1) payroll number sequence and (2) alphabetic sequence. The information provided will consist of the following data fields: payroll number, name, home address, biweekly pay rate, badge number, appointment date, maximum pay step attainment year, assignment code and title code. At its sole discretion, the Department may, from time to time, supplement these data fields that may be available; in such cases, the Association will be advised of this fact and will be provided with appropriate explanatory material describing the additional data fields. Roster list data will be provided to the Association on a bi-weekly basis with a bi-weekly list of payroll changes (additions and deletions) for Association represented employees.

The City payroll system is converting from a payroll number basis to a social security number basis. Accordingly, the roster list data provided to the Association will include payroll number data field and sequence format only for so long as this information is readily available on the payroll system. Thereafter, the social security number data field and sequence format shall supplant the payroll number data.

1 b. Police Department Personnel Status Report

2 The Personnel Status report data provided to the Association will cover only Association-
3 represented employees. This information will consist of the year-to-date totals for the last
4 pay period of the fiscal year (usually Pay Period 26). The Association will be provided with
5 Personnel Status Report data at the end of each subsequent fiscal year, when such data is
6 available on the report.

7 c. Annual Vacation Seniority List

8 The Association will be provided with one copy of the annual Vacation Seniority List as
9 soon as is administratively practicable following its publication in January or February of
10 each calendar year.

11 d. Health-Dental Insurance Data

12 In February and August of each calendar year, Employee Benefits Administration will
13 generate a report for the Association containing a count of the Association-represented
14 employees in active service at that time that are enrolled in each health and dental insurance
15 carrier offered these employees by the City. This report shall indicate single or family
16 enrollment status and shall include a summary of the counts in each plan by single/family
17 enrollment status.

18 e. Worker Compensation Reports

19 The Association shall be provided the EB-49 short form (no attachments) generated by the
20 Employee Benefits Administration for each lost-time injury of an Association-represented
21 employee. These forms shall be provided as soon as administratively practicable following
22 the occurrence of the injury which gave rise to the EB-49 being generated.

23 f. The Association shall be supplied with a seniority roster for each classification within the
24 Association. Thereafter, the roster shall be supplied during the last pay period of each
25 calendar year.

26 g. Each pay period the Police Department shall provide a copy of the "Overtime By Location"

1 report to the Association.

2 The foregoing information will be made available to the Association at a designated mail drop
3 established for this purpose by the Police Department and located in the Personnel Section (Room
4 705A Police Administration Building). Access to the mail drop will be limited to authorized
5 Association representatives between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday,
6 excepting holidays.

7 3. The Police Department shall provide a copy of the "LISTING OF TIME OWED AND ALLOWED"
8 for the Milwaukee Police Department to the Association. Such report shall be sent to the
9 Association with the same frequency as it is sent to work locations.

10 4. Administration and control of the provisions of this Article shall be under the City Labor
11 Negotiator.

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ARTICLE 50

UNPAID LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

1. The City will permit a member of the Association to take an unpaid leave of absence for a period of one year for service with a labor organization with which it maintains a contractual relationship.
2. Such unpaid leave of absence may be renewable for an additional year and the sole obligation of the City shall be to restore the individual on leave of absence to the first open position in the title the individual held provided that the individual can meet the requirements of this position and that there are no employees on layoff with greater seniority at the time the individual makes his requests for reinstatement.
3. No benefits shall accrue to the individual during the term of such unpaid leave of absence.
4. The Association Executive Board, through their President or his designee, shall notify the City Labor Negotiator in writing at least 14 calendar days prior to the effective commencement date of the leave. Employees making application for return from leave of absence shall notify the City Labor Negotiator in writing at least 14 calendar days prior to the date they are requesting return to duty. Such leave shall be granted subject to the employee complying with all Departmental rules and procedures regarding leaves of absence and return to duty.

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ARTICLE 51

UNPAID MATERNITY

1. Female Maternity/Childrearing Leave

a. Unpaid Maternity Leave

(1) Length of Leave

Maternity leave shall be granted solely for the purposes of a medical disability associated with pregnancy. A female employee shall be entitled to an unpaid maternity leave of absence beginning on the date her attending physician determines she is no longer fit for duty on account of medical reasons associated with her pregnancy and ending no later than 135 consecutive calendar days following the date of delivery resulting from such pregnancy.

(2) Notification Requirements

Maternity leave shall be granted an employee effective upon her attending physician attesting in writing to the employee's lack of fitness for duty on account of medical reasons associated with her pregnancy. Within seven (7) consecutive calendar days following the date of her delivery, the employee shall provide written notice to the Department Administration indicating thereon the date of delivery. No later than 45 consecutive calendar days following that date, the employee shall see to it that her attending physician provides the Department Administration with a written statement indicating the status of the employee's fitness for return to duty.

(3) Extension of Maternity Leave

At his/her discretion, the employee's attending physician may extend the term of maternity leave beyond the 135-day post-delivery maximum, described above, for medical reasons associated with such pregnancy until such time as he/she determines

1 that the employee is fit for return to duty. In this event the attending physician shall
2 submit the reasons for such extension, and its expected duration, in writing to the
3 Department Administration prior to the date on which such 135-day post-delivery
4 maximum occurs.

5 (4) Fitness for Duty

6 When the employee's attending physician determines that she is fit for return to duty,
7 the employee shall see to it that her attending physician provides the Department
8 Administration with a written statement, within 48 hours of such determination,
9 indicating the date on which the employee is fit for return to duty. This requirement
10 shall apply regardless of whether the determination occurs prior to the 135-day post-
11 delivery maximum or during an authorized extension therefrom; if the determination is
12 made prior to the 135-day maximum, the employee shall be permitted to continue her
13 maternity leave until the date on which the 135-day maximum is reached.

14 b. Unpaid Childrearing Leave

15 When requested, a female employee shall be entitled to an unpaid childrearing leave of
16 absence of not more than 130 consecutive calendar days, beginning on the date her
17 maternity leave ends. Such leave shall be granted solely for the purpose of childrearing.

18 c. The leave provided by subsections 1.a. and 1.b. of this Article, above, shall be without pay
19 except that the employee may use her accumulated sick leave during the maternity portion
20 of such leave so long as her attending physician determines that she is unfit for duty on
21 account of medical reasons associated with her pregnancy. An employee may use the
22 accumulated vacation, holiday time or compensatory time off, to which she is entitled to
23 receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement
24 during such leave. Except when maternity leave is extended for medical reasons, as
25 hereinbefore provided, the unpaid portion of such leaves, together with the paid portion,
26 shall not exceed the time limits provided for in subsections 1.a. and 1.b., above. Under no

1 circumstances shall an employee be entitled to the benefits provided under the SICK
2 LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing
3 leave nor shall she be entitled to the benefits under such INJURY PAY Article during a
4 period of a maternity leave.

- 5 d. A female employee making application for maternity or childrearing leave shall provide the
6 Police Department Administration with written advance notice, in a manner prescribed by
7 the Administration, and indicate thereon the expected starting date for such leave, the
8 approximate date of delivery and anticipated return to duty.

9 2. Male Childrearing Leave

- 10 a. When requested, a male employee shall be entitled to an unpaid childrearing leave of
11 absence for up to 130 consecutive calendar days beginning on the date the employee's
12 spouse gave birth to a child. Such leave shall be granted solely for the purpose of
13 childrearing.

- 14 b. Such leave shall be without pay except that the employee may use the accumulated vacation,
15 holiday time and compensatory time off to which he is entitled to receive under the
16 VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave.
17 The unpaid portion of such leave together with the paid portion shall not exceed 130
18 consecutive calendar days. Under no circumstances shall an employee be entitled to receive
19 the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement
20 during a period of a childrearing leave.

- 21 c. A male employee making application for a childrearing leave shall provide the Police
22 Department Administration with written advance notice, in a manner prescribed by the
23 Administration, and indicate thereon the starting date of such childrearing leave and the
24 anticipated date such leave will end.

25 3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

- 26 a. When requested, an employee shall be granted an unpaid special childrearing leave of up to

1 130 consecutive calendar days in the event such employee legally adopts a child under age
2 five and the terms of the adoption require the presence of one adoptive parent with the child.
3 The employee shall be required to provide documentation of such adoption to the Police
4 Department Administration. Such leave shall begin on the effective date of placement of the
5 adopted child in the employee's home.

6 b. Such leave shall be without pay except that the employee may use the accumulated vacation,
7 holiday time and compensatory time off to which he/she is entitled to receive under the
8 VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave.
9 The unpaid portion of such leave, together with the paid portion, shall not exceed 130
10 consecutive calendar days. Under no circumstances shall an employee be entitled to receive
11 the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement
12 during a period of a special childrearing leave.

13 c. An employee making application for a special childrearing leave for adoption purposes shall
14 provide the Police Department Administration with written advance notice, in a manner
15 prescribed by the Administration and indicate thereon the starting date of such special
16 childrearing leave and the anticipated date such leave will end.

17 4. Reinstatement

18 a. Unpaid Leave of Absence Less Than 90 Days

19 An employee requesting a return to duty from an authorized leave of absence provided
20 hereunder that is of less than 90 consecutive calendar days in duration shall submit such
21 request in writing to the Police Department Administration sufficiently in advance of the
22 date on which return to duty is requested to allow for either normal processing of payroll
23 records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for
24 this processing and the Departmental medical examination required in subsection 4.c. of this
25 Article, below, (childrearing leave). An employee meeting the requirements of subsection
26 4.c. shall be reinstated to the position classification he/she occupied immediately prior to

1 such leave as of the date he/she requested return to duty.

2 b. Unpaid Leave of Absence Equal to Or Greater Than 90 Days

3 An employee requesting a return to duty from an authorized leave of absence provided
4 hereunder that is of 90 consecutive calendar days in duration or longer shall submit such
5 request in writing to the Police Department Administration sufficiently in advance of the
6 date on which return to duty is requested to allow for either normal processing of payroll
7 records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for
8 this processing and the Departmental medical examination required in subsection 4.c. of this
9 Article, below. An employee meeting the requirements of subsection 4.c., below, shall be
10 reinstated to the position classification he/she occupied immediately prior to such leave as
11 follows:

12 (1) If a vacancy exists in such position classification on the date such employee requests
13 return to duty, then the employee's reinstatement shall be effective on that date.

14 (2) If no vacancy exists in such position classification on the date such employee requests
15 return to duty, then the employee's reinstatement shall be effective on the first date
16 following the requested date that such vacancy occurs.

17 c. Departmental Medical Certification Requirement

18 Prior to his/her return to duty from an authorized childrearing leave provided hereunder the
19 employee shall be required to provide medical certification from their personal physician
20 establishing the employee's fitness for return to duty. Fitness for return to duty requirements
21 from unpaid maternity leave status shall be as provided for in subsection 1.a.(4).

22 5. Administration

23 a. During his/her probationary period an employee in the Police Officer job classification shall
24 not be eligible for the child-rearing benefits provided herein. This requirement shall not
25 apply to the maternity portion of the leave provided by subsection 1.a. of this Article, above.

26 b. Off-duty employment for an individual during a leave of absence provided hereunder shall

- 1 be governed by the provisions of the OFF-DUTY EMPLOYMENT Article of this
2 Agreement; the terms and conditions under which such off-duty employment is permitted
3 shall be the same as those applicable to employees in active service.
- 4 c. No benefits, including salary step increments, shall accrue to the individual during the
5 unpaid portion of such leave.
- 6 d. An employee who has been reinstated to duty from an unpaid childrearing leave granted for
7 the birth, or adoption, of his/her child shall not be permitted an additional period of unpaid
8 childrearing leave for that child.

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ARTICLE 52

OFF-DUTY EMPLOYMENT

1. Except as otherwise herein provided, employees covered by this Agreement shall devote their whole time and attention to the service of the Police Department and they are expressly prohibited from engaging in any other business or occupation. Employees covered by this Agreement shall be permitted to work up to thirty-two (32) hours maximum biweekly (but no more than 20 in any one calendar week) on a non-cumulative basis in another business or occupation provided that such employment is approved by the Chief of Police; and provided further that such employment does not occur while the employees are on sick leave or duty-incurred injury leave or during a period of an existing emergency; and provided further that such employment does not interfere with the rights of the Chief of Police to schedule or assign overtime. During non-segmented vacation periods, employees shall be permitted to work up to forty (40) hours maximum per week in another business or occupation, subject to the provisions of this subsection.
2. The Chief of Police shall have the right to establish Rules and Regulations to administer and control the off-duty employment benefits provided in Subsection 1 of this Article.
3. For information purposes only, once per calendar year, the Department shall provide the Association with a list of jobs that were approved in the previous calendar year pursuant to this Article.

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2 **ARTICLE 53**

3 **DUTY ASSIGNMENT**

4 An employee shall, upon appointment and after taking and subscribing his or her oath of office, be
5 assigned to night duty in a police district designated by the Chief of Police. Employees shall be
6 assigned to day duty according to seniority in their respective ranks and positions. A day duty
7 assignment is any assignment that begins after 5:00 am and prior to 11:00 am. A night duty assignment
8 is any assignment that begins no earlier than 11:00 am and no later than 12:00 am. Temporary
9 exceptions to such shift assignments may be made in accordance with existing Departmental practices.

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ARTICLE 54

POLITICAL LEAVES OF ABSENCE

1. Subject to the provisions of 5 United States Code sections 1501-08, as amended, if and when an employee chooses to run for political office, he or she shall notify the Chief of Police of his or her intention and, if there is a contest, may file a request for a leave of absence:
 - a. Any such request for leave of absence shall be granted and shall take effect no later than the date on which the nomination papers are filed for the political office in question.
 - b. While engaged in political activity, the person, i.e., candidate, shall not communicate with any person who is serving in the Milwaukee Police Department who is subordinate to that person for any political purpose whatsoever.
 - c. It shall be improper for such persons to require or request the political service or political support of any subordinate.
 - d. Such person shall not use the influence of his/her office for political purposes.
2. The requirement that an employee file for a leave of absence after deciding to run for political office shall not apply if the political office is a non-partisan, part-time position.

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ARTICLE 55

COPIES OF MEMOS AND ORDERS

1. The Chief of Police will provide the Milwaukee Police Association with a copy of all Departmental memos and orders issued on or after January 1, 1985, affecting wages, hours and conditions of employment that do not pertain to confidential police matters. Insofar as is administratively practicable, any such memos and orders will be available for pickup by the MPA at the Police Department Personnel Bureau immediately following their issue; any such memos and orders not picked up will be mailed to the MPA on the Friday following their issue.
2. In addition to the memos and orders provided to the Association under subsection 1, above, the Association shall be provided copies of the Rules and Regulations and copies of Job Descriptions and Position Responsibilities for job classifications listed in Article 2, Recognition. Current copies of the items listed in this subsection will be provided to the Association. As they occur, updatings of these items shall be made available to the Association under the same terms and conditions set forth in subsection 1, above.

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ARTICLE 56

JOINT LABOR/MANAGEMENT COMMITTEES

1. Effective September 1, 1987, a joint labor/management committee shall be established to discuss matters relating to uniforms, equipment and safety. These discussions shall include, but not be limited to: body armor replacement, body armor vendor (effective May 26, 1989), full sized cars, air bags, protective gloves, masks for CPR and larger squad car fire extinguisher. The committee shall consist of two (2) representatives designated by the Chief of Police, two (2) representatives designated by the Association and a mutually agreed upon facilitator, hired for the purpose of working with committee members to resolve issues under discussion. The facilitator will be funded through the Division of Labor Relation's budget.
2. Effective May 26, 1989, a new Joint Labor-Management Committee shall be established. The committee shall discuss under filling and shall consist of two representatives designated by the Chief of Police and two representatives designated by the MPA.
3. Effective the month next following the execution date of this Agreement, a joint labor/management committee shall be established to discuss the status of the Appendices to the successor agreement to the 1998-2000 City/MPA Agreement. The committee shall consist of two (2) representatives designated by the Chief of Police and two (2) representatives designated by the MPA.
4. Effective the month next following the execution date of this Agreement, a joint labor/management committee shall be established to discuss long term disability, health and dental benefits as well as cost containment measures. Effective at the execution of this Agreement this committee shall include discussions regarding HMO coverage for retirees living outside HMO coverage zones. The committee shall consist of two representatives designated by the Association and two representatives designated by the City.
5. Effective the month following the execution date of the 2004-2006 Agreement, a joint labor

1 management committee shall be established to discuss the Early Intervention Program. The
2 committee shall consist of two representatives designated by the Association and two
3 representatives designated by the Chief of Police.

4 6. The committees' recommendations, if any, shall be by consensus and shall be made to the City
5 Labor Negotiator. Such recommendations shall be advisory only and shall not be binding on the
6 parties.

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ARTICLE 57

LEGAL EXPENSES LIABILITY

1. When the City receives a claim for payment in accordance with and that meets the requirements of Wis. Stat. § 895.35(2) made by or on behalf of an employee represented by the Association, the City will request that such claim be placed on a Common Council Committee agenda within one hundred and eighty (180) days following receipt of the claim. However, the parties understand that such request may not be made within 180 days if there are processing delays caused by the employee or by the employee’s legal counsel.
2. When the City receives a claim for payment in accordance with Wis. Stat. § 895.35(1) made by or on behalf of an employee represented by the Association, the City will request that such claim be placed on a Common Council Committee agenda within one hundred and eighty (180) days following receipt of the claim. However, the parties understand that such request may not be made within 180 days if there are processing delays caused by the employee or by the employee’s legal counsel.
3. The parties agree that the arbitrator or permanent umpire’s authority with respect to this Article shall be limited to whether or not the City requested that a claim be placed on a Common Council Committee agenda within the time periods described in subsections 1 or two, herein.
4. This Article is effective for all new claims received after the execution date of the Agreement.

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ARTICLE 58

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law are delegated to the Common Council, the Fire and Police Commission and the Chief of Police and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally delegated to them.
2. The City shall administer and control the Articles and provisions of this Agreement.
3. The parties hereto recognize that those rules and regulations established and enforced by the Fire and Police Commission and/or the Chief of Police, which affect the wages, hours, and working conditions of the police officers included in the collective bargaining unit covered by this Agreement are subject to the collective bargaining process pursuant to Section 111.70, Wisconsin Statutes.
4. The provisions of this Agreement are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Common Council, the Chief of Police or the Board of Fire and Police Commissioners, including rules and regulations established by the Board of Fire and Police Commissioners and the Chief of Police.
5. During the term of this Agreement prior to the establishment of new rules or regulations, or changes in existing rules or regulations that do not fall within the City's unfettered management functions, the Association shall be afforded the opportunity to negotiate with the Chief of Police as follows:

Whenever the Chief of Police proposes to establish a new rule, or make a change in an existing rule, if such proposal in its operation will affect wages, hours or conditions of

1 employment of members of the bargaining unit represented by the Milwaukee Police
2 Association, hereinafter referred to as "Association," he or she shall present his or her
3 written proposal to the President of the Association. At a mutually agreed to time, not more
4 than 30 days following such presentment, the Chief of Police shall meet in good faith with
5 the representatives of the Association with the intent to reach an agreement consistent with
6 the Chief of Police's powers, duties, functions, and responsibilities under law. If no
7 agreement is reached between the Chief of Police and the Association within 30 days of
8 such initial meeting, the Chief of Police may establish the proposed new rule or the
9 proposed change in an existing rule unilaterally, subject to the prior approval to the Board of
10 the Fire and Police Commissioners. In case of emergency, the emergency to be determined
11 by the Chief of Police, the Chief shall have the right to establish or modify a rule or rules
12 unilaterally and such rule or rules shall become effective immediately. The Chief shall
13 immediately inform the Board of Fire and Police Commissioners, in writing, of the rule
14 change and the reason therefore and said rule shall remain effective until the next meeting of
15 the Board.

- 16 6. Any rules or regulations of the Milwaukee Police Department affecting wages, hours, or conditions
17 of employment promulgated by the Chief of Police after negotiation but without agreement may be
18 tested relative to whether they violate the specific provisions of this Agreement as well as the
19 propriety of their application in accordance with the provisions of this Agreement pertaining to
20 grievances and arbitration.

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ARTICLE 59

NOTICES

1. All notices required to be sent by the Association to the City shall be sent in writing by certified mail to the City Labor Negotiator.
2. All notices required to be sent by the City to the Association shall be sent in writing by certified mail to the offices of the Association.
3. Subject to their mutual consent, the City and Association may waive the certified mail requirements provided above where they deem it appropriate.
4. If either party to this Agreement intends to file an action against the other party with the WERC, it shall provide the other party with a copy of the documents filed with the WERC in the matter at the same time it serves notice of its action pursuant to applicable legal requirements. If the action is filed by the Association, such copy shall be provided to the City Labor Negotiator; if it is filed by the City, such copy shall be provided to the president of the Association.

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ARTICLE 60

ASSIGNMENTS MADE CONSISTENT WITH EMPLOYEE'S MEDICAL CAPABILITIES

1. If an employee is ineligible for the disability benefits provided by the ERS Act, or by Chapter 35 of the Milwaukee City Charter, in accordance with the terms and conditions established thereunder for that purpose and if the employee is ineligible to receive the sick leave or injury pay benefits provided by this Agreement for reasons other than that the benefits have been exhausted, the Chief of Police shall assign the employee to perform duties structured consistent with the employee's medical capabilities within the Police Department that have historically been performed by members of the Association bargaining unit (including, but not limited to, temporary or permanent assignments to the Communications Division, Criminal Investigation Bureau or Property Control Division).
2. In the event of a dispute over such assignment made by the Chief of Police, the employee shall have the right to grieve and the right to arbitrate under the Grievance and Arbitration Procedure provisions of this Agreement except that instead of being appealable to an arbitrator or permanent umpire, the dispute shall be appealable to a panel consisting of the three physicians, one physician to be designated by the Association, one physician to be designated by the Chief of Police and the third physician to be selected by agreement of the other two physicians. The panel's jurisdiction shall be limited to deciding the medical appropriateness of the Chief's assignment. Decisions made by the panel on matters which are properly before it shall be by majority action and shall be final and binding on the parties. All other provisions of the Grievance and Arbitration Procedure shall remain unchanged and in full force and effect.
3. The provisions of this Article shall only cover assignments made by the Chief of Police.

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ARTICLE 61

PARKING ALLOWANCE BENEFITS FOR POLICE ADMINISTRATION BUILDING EMPLOYEES

1. An employee with a regular Departmental assignment that requires him/her to work at or report to a Police Administration Building (PAB) work location at the start of his/her regular work shift as of the 15th day of a calendar month shall be eligible for a Regular Parking Allowance benefit for that calendar month; such an employee shall be termed an "eligible employee." The City shall reimburse an eligible employee the basic/general parking rate in affect at the time of reimbursement.2. The City shall provide the Association with a list of City-approved parking facilities and will notify the Association of any change that the City may from time to time make in this list at least sixty (60) calendar days prior to the effective date of such change. Eligible employees shall be entitled to receive either a Regular Parking Allowance benefit under the terms and conditions hereinafter provided:

a. Regular Parking Allowance Benefit

In order to receive a Regular Parking Allowance benefit for a calendar month, an eligible employee must purchase a monthly parking permit for that month from a parking facility on the City-approved list, endorse the permit (or permit stub/receipt deemed acceptable to the Department, whenever the employee must retain the permit in order to receive parking benefits) by indicating his/her signature and payroll number on the portion of his/her monthly parking permit he/she receives from the vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (i.e., the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the employee shall be entitled to receive reimbursement of the current parking rate at the time of reimbursement.

1 Payments provided hereunder shall be made as soon as administratively practicable after the close
2 of the calendar month covered by the permit. Except as provided in subsection 3, below, only
3 approved parking facilities' monthly parking permits that are properly endorsed shall be covered by
4 the benefits provided herein.

5 3. The Association recognizes that there are a limited number of parking spaces available at City
6 approved parking facilities; accordingly, monthly parking permits for these spaces will be sold to
7 eligible employees on a first-come, first-served basis, subject to their availability. During a
8 calendar month when no monthly parking permit at any City-approved parking facility(ies) is(are)
9 available because the vendor(s) has(have) determined that no space is available, the City will honor
10 monthly parking permit receipts from parking facilities not on the City-approved list that are within
11 the geographic area bounded by Michigan Avenue on the south, North 12th Street on the west,
12 West Juneau Avenue on the north and North Van Buren Street on the east. The employee shall
13 endorse the receipt by indicating his/her signature and payroll number on the monthly parking
14 permit receipt and shall submit the endorsed parking permit receipt to the Police Department
15 Administration no later than the 15th day of the calendar month covered by the monthly permit (i.e.,
16 the 15th of April for the month of April). Following submission of the parking permit receipt to the
17 Police Department Administration, the employee shall be entitled to receive a monthly parking
18 benefit for the month covered by the parking permit under the same terms and conditions provided
19 in paragraph 2, above.

20 4. Daily Parking Receipts

21 During a calendar month when no monthly parking permit is available to an employee under the
22 provisions of either paragraph 2 or 3, hereof, because no space is available, the City will honor daily
23 parking receipts from parking facilities within the geographic area described in paragraph 3, hereof,
24 subject to the employee submitting a form prescribed by the Department to the Police Department
25 Administration within five consecutive calendar days following the close of the calendar month.
26 The form shall contain the following information:

- 1 a. The employee's name, signature, and payroll number;
- 2 b. A listing of each individual daily parking receipt for the calendar month indicating the date
3 and amount arranged in date order with a total amount ("total amount") for the calendar
4 month plainly indicated; and
- 5 c. All of the daily receipts for the calendar month stapled to the back of the form.

6 Following submission of the prescribed Departmental form to the Police Department
7 Administration, the employee shall be entitled to receive a monthly parking benefit for the calendar
8 month covered by the daily parking receipts. Such benefit shall be in lieu of the monthly parking
9 benefits provided under paragraphs 2 and 3.

- 10 5. No employee shall be eligible for the parking benefits provided by the Parking During Court
11 Overtime Appearance paragraph of this Agreement for a calendar month for which he/she receives
12 benefits hereunder.
- 13 6. The benefits provided hereunder are intended to be used by an employee only for the purpose of
14 commuting to and from his/her Departmental work location in connection with his/her City
15 employment. The use of a parking permit by an employee for any other purpose during a calendar
16 month shall disqualify the employee from the benefits provided hereunder for that calendar month.
- 17 7. Payments made under the provisions of this Article shall not be construed as being part of
18 employees' base pay and shall not be included in the computation of any fringe benefits enumerated
19 in this Agreement. Any payment made under the provisions of this Article shall not have any sum
20 deducted for pension benefits nor shall such payments be included in any computation establishing
21 pension benefits or payments.
- 22 8. The City shall be held harmless against any and all claims, actions and lawsuits relating to theft or
23 personal property damage brought against the City by employees using parking facilities pursuant to
24 the parking allowance benefits provided herein. The City shall be held harmless against any and all
25 claims, lawsuits, actions, damages and judgments due to the employee's operation of his or her
26 private vehicle at parking facilities which are subject to the parking allowance benefits provided

1 herein. Nothing herein would operate to relieve the City of any liability it may have arising from its
2 actions or omissions or preclude the employee from pursuing any rights or claims he/she may have
3 under Wisconsin State Statute 895.46.

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ARTICLE 62

DRUG TESTING

MILWAUKEE POLICE DEPARTMENT DRUG TESTING POLICY STATEMENT

The Milwaukee Police Department is charged with enforcing all laws and ordinances and with maintaining a safe and peaceful community. The pervasive risk of harm caused by drug trafficking and illegal drug use by members of the Police Department creates a clear and present danger to the safety of the public and fellow law enforcement officers. The illegal use of drugs cannot and will not be tolerated within the Milwaukee Police Department. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has the right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse can seriously impair an employee's physical and mental health, and thus, job performance. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Milwaukee Police Department and to preserve public trust and confidence in a fit and drug free law enforcement profession, the Department shall implement an expanded drug testing program to detect illegal drug use by sworn employees. Officers of all ranks will be randomly tested in such numbers as to ensure that a credible deterrent exists to illegal drug use.

MILWAUKEE POLICE DEPARTMENT DRUG TESTING PROGRAM

(Provisions applicable to MPA-represented Department Members)

I. DRUG TESTING PROGRAM DESCRIPTION

A. The term "Department" as used herein shall mean the Milwaukee Police Department. The

1 term "member" shall mean a Department employee in the WERC - certified Department
2 bargaining unit represented by the MPA.

3 B. Members shall be subject to drug testing under the following circumstances:

4 1. Where facts or circumstances are sufficient to constitute reasonable suspicion that a
5 Department member is illegally using drugs.

6 NOTE Reasonable Suspicion exists when evidence or information which appears
7 reliable is known to the police supervisor and is of such weight and persuasiveness as
8 to make the supervisor, based upon/his/her personal judgment and experience,
9 reasonably suspect that member of the department is
10 illegally using drugs. A reasonable suspicion that a member is illegally using drugs
11 must be supported by specific articulable facts from which rational inference may be
12 drawn. Reasonable suspicion cannot be based upon mere "hunch" or solely upon poor
13 work performance. If suspicion of drug use is based upon observation of the
14 suspected member's physical appearance, at least two (2) supervisors must make
15 observations.

16 2. Whenever a member is directly involved in an incident that results in death, or great
17 bodily harm as defined by State Statute.

18 3. Whenever a member is on probation, the member shall be tested prior to completion of
19 the member's probation period. Completion of the member's probation period shall be
20 contingent upon passing the drug test.

21 4. Whenever a member is eligible for promotion (including reclassifications), the
22 member shall be tested prior to promotion. Promotion shall be contingent upon
23 passing the drug test.

24 5. Whenever a member is returning from a leave of absence that exceeds 90 consecutive
25 calendar days in duration. Reinstatement to the Department from the leave of absence
26 shall be contingent upon passing the drug test.

1 6. Random Drug Testing

- 2 a. Periodically a list of Department members selected for drug testing shall be
3 generated by an independent secure random selection process. The frequency of
4 random testing, and sampling rate, shall be as prescribed from time to time by
5 the Chief of Police. The independent agency providing the random selection
6 process shall be prescribed by the Chief. Such independent agency shall be
7 provided with a list of all Department members covered by random drug testing
8 encoded so that only the Chief of Police and the Commanding Officer of the
9 Professional Performance Division know the identity of the Department
10 members.
- 11 b. The Chief may increase the frequency of random testing, and sampling rate over
12 and above the frequency of random testing and sampling rate he prescribes from
13 time to time under paragraph 6.a., hereof, for members assigned to the following
14 Department Units: Vice Control Division, Tactical Enforcement Unit, Property
15 Control Section (only those persons directly involved in the custody and
16 handling of illegal drugs), Professional Performance Division and, the
17 Intelligence Division. If subsequent Departmental reorganization results in
18 modifications to any of these units, the function performed by a unit as it is
19 presently constituted, shall continue to be covered hereunder no matter how such
20 unit is constituted following a future reorganization.
- 21 c. Members selected to be tested shall be notified by their Commanding Officer,
22 who shall give them a written order to report for testing. A copy of such written
23 order shall not be entered into a member's personnel file, but shall be retained by
24 the Department in a file kept at the Professional Performance Division.
- 25 d. All members on paid leave who are selected for drug testing pursuant to
26 paragraphs 6.a. or 6.b., hereof, shall not be required to participate in such test,

1 except those members having the following status as of the notice of selection:

2 (1) Members on sick or injury leave who have received permission to leave
3 the residence to further recuperation;

4 (2) Members on compensatory time off authorized after the selection notice;
5 or

6 (3) Members on "suspended with pay" or "dismissed with pay pending
7 appeal" status.

8 e. Members on regular off days shall not be subject to random drug testing.

9 f. Any member selected for testing who claims inability to participate due to
10 medical reason shall be examined by a physician designated by the Chief. The
11 physician shall determine if such member may be excused from the test. If such
12 member is excused from a scheduled test, he/she shall be rescheduled for testing
13 as soon as possible, irrespective of any random sampling selection.

14 7. Members having sensitive assignments, referenced in paragraph 6.b., hereof, shall be
15 subject to drug testing upon entering and leaving these assignments, as well as on an
16 annual basis while serving in such assignments.

17 C. Refusal to submit to a drug test shall result in immediate suspension and discipline up to and
18 including dismissal from the Department. Attempts to alter or substitute a test sample
19 provided by the member being tested shall be deemed a refusal to submit to a drug test.
20 When the member appears unable to give a specimen at the time of the test, testing
21 personnel shall document the circumstances on the drug-test report form. The member shall
22 be permitted no more than three (3) hours to give a sample, during which time he/she shall
23 remain in the testing area, under observation. Reasonable amounts of water may be given to
24 the employee to encourage urination. Failure to submit a sample shall be considered a
25 refusal to submit a drug test.

26 D. Testing Procedure

1 1. The current testing procedure shall be continued. This procedure is currently
2 administered by Aurora Consolidated Laboratories. Nothing herein shall prohibit the
3 Chief of Police from changing the provider of this procedure, so long as the new
4 provider is DHHS-certified and performs the procedure pursuant to DHSS standards.

5 2. Substances to be tested for include:

6 Amphetamines	Opiates
7 Canabinoids	Phencyclidine (PCP)
8 Cocaine	

9 Nothing herein shall prohibit the Chief of Police from amending this list of substances,
10 so long as the added substance is one for which DHHS has adopted a quantitative
11 standard for a positive test finding for the substance; the Department will notify the
12 MPA of amendments to this list of substances.

13 3. Split Samples

14 At the collection site, the technician shall either collect the specimen in two containers
15 or shall collect the specimen in one container and shall then split the specimen into
16 two containers. One sample (the primary sample) shall be tested by the City-
17 designated testing laboratory. The other sample (the split sample) shall be stored by
18 the testing laboratory should a verified confirmed positive result from the test of the
19 first sample.

20 If a verified, confirmed positive result is obtained from the test of the primary sample,
21 the member shall be informed that he/she has 72 hours to notify the Medical Review
22 Officer (MRO) that he/she wishes to challenge the test result by means of independent
23 testing of the split sample. The member must so notify the MRO in writing within 72
24 hours of the member's being notified that his/her test was verified confirmed positive
25 for the presence of a drug. Upon such a challenge, the split sample retained by the
26 testing laboratory for use by the member shall be forwarded by the testing laboratory
27 to a DHHS-certified laboratory selected by the member from a list of four such
28 laboratories designated by the City.

1 All costs associated with the testing of the split sample shall be borne by the
2 member, provided however, if the test of the split sample does not indicate a positive
3 drug test result, then the Department shall reimburse such member for the costs of
4 testing the split sample. Testing of split samples shall be conducted pursuant to the
5 retesting provision described in the Federal Guidelines.

- 6 4. All test results shall be reviewed and interpreted by a Medical Review Officer (MRO)
7 who shall be a licensed physician with knowledge of substance abuse disorders,
8 designated by the Chief. The MRO shall examine alternative medical explanations for
9 any confirmed positive test result. This action may include conducting a medical
10 interview with the individual, review of the individual's medical history, or review of
11 any other relevant biomedical factors. The MRO shall review all medical records
12 made available by the tested individual when a confirmed positive test could have
13 resulted from legally prescribed medication. The MRO shall forward the results of
14 his/her review to Chief of Police and/or Commanding Officer of the Professional
15 Performance Division.

16 II. ACCESS TO TEST RESULTS

17 Confirmed positive drug test results verified by the MRO shall be made available only to the
18 following:

19 Chief of Police

20 Commanding Officer of the Professional Performance Division

21 III. ADMINISTRATION/DISCIPLINARY ACTION

- 22 A. A member, who has been ordered to take and has taken, a drug test based on either
23 reasonable suspicion, or the requirements of paragraph I.B.2., hereof, shall not be subject to
24 disciplinary action until the test results are received by the Department. During that period,
25 however, the member may be required to surrender his/her weapon, badge, I.D. card, cap
26 shield, and callbox key, and may be suspended with pay. This action shall be accomplished

1 most discreetly and, whenever possible, without advising other personnel of the reasons.

- 2 B. All discipline involving a member who has a confirmed positive test for illegal drug use,
3 verified by the MRO, shall be administered by the Chief; such discipline may include
4 dismissal from the Department. A challenge to a confirmed positive test result by a member
5 shall not affect or delay the effective date of discipline imposed against the member
6 pursuant to this section. The Department's position is that any member proven to have
7 illegally used drugs should be dismissed for such use, subject only to the discretion of the
8 Chief and review of the Fire and Police Commission.

9 IV. EXCLUSION OF TEST RESULTS FROM CRIMINAL PROCEEDINGS

10 Drug test results obtained through the Milwaukee Police Department Drug Testing Program may
11 not be used as evidence against an officer in a criminal nor in a municipal ordinance violation
12 proceeding.

13 V. CONFIDENTIALITY

14 A. Except as provided in paragraph V.B., below, there shall be no dissemination of an
15 individual member's drug test results (including documentation or information contained
16 therein) to the public.

17 B. The provisions of paragraph V.A., hereof, shall not apply to an individual member's drug
18 test results in the following circumstances:

- 19 (1) Disciplinary hearings, or appeals therefrom, occasioned by such individual member's
20 drug test results.
21 (2) Nondisciplinary administrative hearings, or appeals therefrom, when such individual
22 member's drug test results would be relevant to such hearings/appeals.

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ARTICLE 63

INTERPRETER/TRANSLATOR PAY

1. The Chief of Police retains the right to direct employees to perform interpreter/translator duties consistent with employees' capabilities for such duties and the needs of the Police Service.
2. An employee in active service and in a classification covered by this Agreement performing authorized interpreter/translator duties as a result of:
 - a. Direction from the employee's commanding officer; or
 - b. The employee's response to a request for an interpreter/translator broadcast over the MPD radio network (in the event more than one employee responds to such a request, only those employees actually needed to perform interpreter/translator duties shall be entitled to receive the Interpreter/Translator Pay)shall be entitled to receive premium pay equal to \$2.50 per hour in addition to his/her base salary for each actual hour or nearest 0.1 of an hour spent performing such interpreter/translator duties. Such premium pay shall be termed "Interpreter/Translator Pay." Interpreter/Translator Pay shall always be compensated at a flat rate of \$2.50 per hour irrespective of whether the employee is in premium pay status. An employee who is authorized to perform interpreter/translator duties shall receive a minimum of \$2.50 for each separate occasion he or she is so authorized. Interpreter/Translator Pay shall be subject to the terms and conditions provided in paragraphs 3. through 7., inclusive, below.
3. Interpreter/translator duties eligible for compensation hereunder shall be limited to authorized duties performed by the employee involving interpretation and/or translation of a language other than English at a level of competence deemed acceptable to the Department.
4. Interpreter/Translator Pay payments to employees entitled to receive them shall be made quarterly during the calendar year on such dates as the Department shall prescribe.

- 1 5. Interpreter/Translator Pay shall only be granted when an employee is actually performing
2 interpreter/translator duties and shall not be granted when such an employee is directed to perform
3 other duties.
- 4 6. Payments made under the provisions of this Article shall not be construed as being part of
5 employees' base pay and shall not be included in the computation of any fringe benefits enumerated
6 in this Agreement.
- 7 7. Any payment made under the provisions of this Article shall not have any sum deducted for pension
8 benefits nor shall such payments be included in the determination of pension benefits or other fringe
9 benefits.

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ARTICLE 64

ACCRUED TIME OFF DONOR PROGRAM

1. Members of the Association shall be permitted to donate accrued vacation time, time-off in lieu of holidays or compensatory time to a designated Association member, who has exhausted all of his/her accrued time off, including sick leave, because he/she is suffering from a major catastrophic illness or terminal illness, and is unable to work.
2. Donations donated in increments of one (1) hour indicated on a "Notification of Intent to Donate Time" form. A separate form must be completed for each employee to whom time is being donated. Employees donating time shall not have any accrued time returned if the employee to whom time is donated does not utilize the entire donation.
3. An employee requesting donations of accrued time shall submit to the Department of Employee Relations an "Application for Accrued Time Off Donor Program" and a physician's statement certifying that the employee meets the program's medical requirements. The City reserves the right to require the employee to obtain a second opinion from a physician of the employee's choice and at the expense of the employee if not covered by the employee's health insurance provider. The decision of the Department of Employee Relations as to eligibility to receive donated time shall be final. After eligibility has been determined, an employee may not use donated time in excess of 2080 hours per illness.
4. Participation in the Accrued Time Off Donor Program by employees represented by the Association shall be subject to all terms and conditions governing the procedures for administration as developed by the Department of Employee Relations, pursuant to the Milwaukee Code of Ordinances Chapter 350-45..
5. This Program shall be effective only so long as a Common Council ordinance establishing and approving this Accrued Time Off Donor Program is in effect, and so long as the parties agree to

1 continue this program.

2 6. Disputes arising from the administration of this benefit are not subject to the grievance procedures
3 of this Agreement.

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ARTICLE 65

REAPPOINTMENT BENEFITS

1. The provisions of this Article shall only be applicable to former Department employees who have voluntarily resigned from, and have applied for reappointment to, the Department and are recommended for reappointment to the Department by the Chief of Police and such recommendation has been approved by the Fire and Police Commission.
2. A former employee shall be eligible for the Reappointment Benefits hereinafter provided if all of the following eligibility requirements are met:
 - a. The employee did not file an application with the Employees' Retirement System of Milwaukee for return of his/her accumulated contributions credited to his/her annuity account;
 - b. The employee had successfully completed his/her recruit training and graduated from the Training Academy as of the date of his/her separation from active service with the Department prior to reappointment;
 - c. The employee had not previously been reappointed to the Milwaukee Police Department; and
 - d. The length of time between the employee's effective separation from active service with the Department and the date his/her written application for reappointment is filed with the Office of the Chief of Police does not exceed sixty (60) calendar days.
3. For purposes of this Article a reappointed employee's old anniversary date shall be adjusted, such that the amount of time the employee was separated from the Department is excluded from active service time and a new anniversary date determined.
4. Benefits to which an employee is entitled upon reappointment:
 - a. Pay Step Advancement

1 The reappointed employee's active service in the MPA classification he/she occupied at the
2 time of separation from the Department shall count as active service for the purpose of
3 computing his/her current and prospective pay step advancement.

4 b. Seniority

5 A reappointed employee's prior service in the MPA Bargaining Unit shall count as active
6 service for purposes of computing his/her current and prospective contractual seniority
7 benefits or those seniority benefits in effect by custom and practice at the time the employee
8 is reappointed to the Department. The reappointed employee shall not be entitled to exercise
9 seniority rights for purposes of picking vacation schedules until the calendar year following
10 the calendar year in which the employee is reappointed.

11 c. Vacation Benefits

12 A reappointed employee shall have his/her prior active service in the Department counted as
13 active service for purposes of computing his/her current and prospective vacation benefits.

14 d. Sick Leave Benefits

15 A reappointed employee shall be entitled to reinstatement of his/her earned and unused sick
16 leave credit at the time of his/her separation from the Department.

17 e. Promotional Exams

18 The period of separation shall not be deemed a break in continuous service for purposes of
19 eligibility to take promotional examinations if, and only if the reappointed employee applied
20 for reappointment with the Department within thirty (30) calendar days from the effective
21 date of his/her resignation from the Department.

- 22 5. An employee who applies for reappointment to the Department more than sixty (60) calendar days
23 after the effective date of the employee's separation from active service in the Department, but
24 before the time limit for applying for reappointment established by Fire and Police Commission
25 rules, may be reappointed to the Department subject to the Chief of Police recommending that the
26 employee be reappointed and subject to the Fire and Police Commission's approval of the

1 reappointment. Upon the Fire and Police Commission's approval of the reappointment, the
2 employee shall be reappointed as a new employee within the classification he or she occupied as of
3 the date of his or her separation and shall not be entitled to the Reappointment Benefits provided
4 herein.

5 6. Eligibility for pension, health/dental insurance and life insurance benefits shall be as provided
6 respectively by the provisions of the ERS Act (Pension Law), contracts between the City and its
7 health/dental insurance providers (Basic Plan as well as HMOs) and the contract between the City
8 and its life insurance carrier. Nothing herein shall modify the terms and conditions of those
9 provisions.

10 7. Except as specifically modified herein, all other benefits, including eligibility therefore, shall be
11 provided under the same terms and conditions as these benefits are provided for by the City/Union
12 Labor Agreement and/or City Ordinances in effect as of the date the Fire and Police Commission
13 grants approval of the favorable reappointment recommendation received by the Chief of Police.

14 8. The Chief of Police and the Fire and Police Commission shall retain all their rights respecting
15 reappointment of employees to the Department and nothing herein shall in any way be construed as
16 a limitation on those rights. These rights include, but are not limited to, the right of the Chief of
17 Police to recommend granting or denying reappointment to the Department and the right of the Fire
18 and Police Commission to grant or deny reappointment to the Department.

19 9. The provisions of this Article shall be deemed effective for requests for reappointment made on or
20 after May 16, 1995.

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ARTICLE 66

FIELD TRAINING OFFICER PREMIUM PAY

1. The Chief of Police retains the exclusive right to make assignments of Field Training Officers (FTO's) from the ranks of employees in the Police Officer classification. Such assignments shall be made in accordance with procedures established for this purpose from time to time by the Chief.
2. The duties and responsibilities for the FTO assignment shall be as determined from time to time by the Chief. An employee in the Police Officer classification assigned by the Chief as a Field Training Officer shall be entitled to receive premium pay equal to \$2.00 per hour in addition to his/her base salary for each hour spent on duty while so assigned, provided however, that such an employee shall not be entitled to this premium pay for time spent at FTO training programs. Such premium pay shall be termed "FTO Premium Pay." FTO Premium Pay shall always be compensated at a flat rate of \$2.00 per hour irrespective of whether the employee is in Premium Pay status. FTO Premium Pay shall be subject to the terms and conditions provided in paragraphs 3 through 7, inclusive, below.
3. FTO Premium Pay shall only be granted when an employee assigned by the Chief as an FTO is actually performing FTO duties and shall not be granted when such an employee is temporarily reassigned to other duties.
4. FTO Premium Pay payments to employees entitled to receive them shall be made quarterly during the calendar year on such dates after the effective date referenced in paragraph 2, hereof, as the Department shall prescribe.
4. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
5. Any payment made under the provisions of this Article shall not have any sum deducted for

1 pension benefits nor shall such payments be included in the determination of pension
2 benefits or other fringe benefits.

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ARTICLE 67

CERTIFICATION PAY

1. An employee deemed certified as being qualified to be a law enforcement officer in the State of Wisconsin by the Law Enforcement Standards Board (LESB) as of the close of a calendar year shall be entitled to receive a \$500 payment termed "Certification Pay." Certification Pay payments shall be made as soon as is administratively practicable following the close of the calendar year in which eligibility therefor has been established. Once LESB certification has been established during a calendar year, an employee must maintain that certification for the balance of such calendar year in order to receive Certification Pay benefits for that calendar year. Effective January 1, 2016, Certification Pay earned in 2016 shall be added to base salary. After payments made for calendar year 2015 (paid in 2016) are made, there shall be no Certification Pay Payments.
2. An employee retiring on normal pension, or resigning voluntarily from the Police Department, and who was LESB-certified at the time of such retirement or resignation shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. For purposes of determining eligibility for the benefits provided in subsection 1, above, years of service shall be computed as of the effective date of the employee's normal retirement or voluntary resignation. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's retirement or voluntary resignation.
3. Except as provided in subsection 4 of this Article, below, payments made under the provisions of

1 this Article shall not be included in the determination of overtime compensation or any other fringe
2 benefits.

3 4. Employees who retire from active service on a service retirement shall have only the first \$500 of
4 their Certification Pay benefits included in final average salary for purposes of computing their
5 service retirement allowances. For purposes of interpretation and construction of the provisions of
6 this Article, the Certification Pay benefit the employee is entitled to include in the Final Average
7 Salary computation shall be an amount equal to the first \$500 of the Certification Pay payment the
8 employee received for December 31 of the calendar year immediately preceding the employee's
9 effective date of retirement.

10 5. An employee who is on detached status under the Contract Administration provisions of this
11 Agreement or an employee who has returned to active duty from detached status under the Contract
12 Administration provisions of this Agreement, shall be entitled to these benefits under the terms and
13 conditions set forth.

14 6. An employee on a military leave of absence for performance of duty as a member of the State of
15 Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall
16 be eligible for Certification Pay benefits for a calendar year prorated on the basis of the employee's
17 active service with the Department in that calendar year subject to the following:

18 a. The military leave is a result of being called to, or volunteering for, active duty under the
19 authority granted to the President of the United States or the Congress of the United States
20 for a period of more than 30 calendar days;

21 b. Prorated Certification Pay shall be calculated as of the effective date the employee separated
22 from active service with the Department and began his/her unpaid military leave of absence.

23 c. For purposes of prorating Certification Pay benefits, an employee on the Police Department
24 payroll for at least 14 days in a calendar month shall be deemed as having been on the
25 payroll for the full calendar month; in the event the employee is on the Police Department
26 payroll less than 14 days in a calendar month, then the employee shall be deemed as not

1 having been on the payroll at all during the calendar month.

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ARTICLE 68

WAIVER OF FURTHER BARGAINING

1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters within the province of collective bargaining. This Agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.
2. If any federal or state law now or hereafter enacted results in any portion of this Agreement becoming void, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion.

1

2 **ARTICLE 69**

3 **COPIES OF LABOR CONTRACT**

4 As soon as practicable following the execution date of this Agreement, the City will provide to the
5 Union two hundred copies of this Agreement. The covers of such copies will not be red.

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ARTICLE 70

INTERNAL INVESTIGATIONS

If an employee is required to submit to interrogation by the employer concerning an allegation of misconduct and such interrogation could lead to discipline, demotion or discharge, the interrogation shall be conducted on working days as defined in §227.01(14), Stats. between the hours of 6:00AM and 9:00PM. This provision shall apply only to interrogations that are compelled by a PI-21, and that:

- 1) are not related to an incident involving death or great bodily harm as defined by statute,
- or
- 2) are not related to an incident where exigent circumstances, as determined by the Chief of Police, require immediate interrogations.

If an interrogation not meeting either criterion 1) or criterion 2), above, begins before 9:00PM and is not concluded by 9:00PM, the employer shall have the discretion to continue such interrogation beyond 9:00PM.

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ARTICLE 71

EARLY INTERVENTION PROGRAM

1. At his or her discretion, the Chief of Police may establish an Early Intervention Program (EIP) for the Milwaukee Police Department.

2. The City formed an EIP Advisory Group prior to implementation of the EIP. The EIP Advisory Group included one representative from the MPA, MPSO, and ALEASP. The Chief also appointed representatives to the Advisory Group. The purpose of the EIP Advisory Group was to consider appropriate performance measurements and benchmarks for the identification of employees whose performance indicates a need for intervention. The EIP Advisory Group may make recommendations concerning performance measurements and intervention benchmarks to the Chief. However, such recommendations shall be advisory only. The Chief shall give due consideration to any such recommendations. The Chief shall decide when the Advisory Group recommendations are due.

3. The EIP is a management tool designed for multiple purposes, including, but not limited to, evaluation of employees, identification of training or re-training needs and for referral to the City of Milwaukee Employee Assistance Program (EAP) or to another outside confidential counseling service.
 - a. If an employee is identified through any EIP analysis, the mere fact that he or she was identified by the EIP shall not be used in the employee’s evaluation; however, the data which led to the employee being identified by the EIP may be used in the employee’s evaluation.

 - b. If the EIP analysis indicates a need for training or re-training, the employee shall be required to participate in all training or re-training deemed appropriate by the Chief.

 - c. An employee who is referred to the EAP or to an outside confidential counseling service shall not be required to participate in the EAP or other counseling service.

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d. The failure of an employee to participate in the EAP or in outside confidential counseling services shall not be grounds for discipline.

e. The identity and the nature of any outside counseling entities to which an employee is referred shall not be noted on the employee's evaluation.

4. The mere identification of an employee through any EIP analysis shall not be used for disciplinary purposes; however, the data which led to the employee being identified through EIP analysis may be or become the basis for discipline.

5. Neither the Chief, the Fire and Police Commission (FPC), nor any agent of the City shall be allowed to request any information from an outside counseling entity to which an employee is referred.

6. The Chief, the FPC and the City agree to treat the EIP database and the results of any employee's EIP analysis, including whether an employee has exceeded or not exceeded benchmarks or whether an employee has been referred to counseling, as confidential as required by law.

7. The provisions of this Article apply only to the EIP and shall not affect other departmental policies, procedures or contractual agreements.

1 Dated at Milwaukee, Wisconsin this _____ day of _____, 2016.
2 (Four copies of this instrument are being executed all with the same force and
3 effect as though each were an original).

4
5 FOR THE ASSOCIATION:

BY:

6
7 _____
8 Michael V. Crivello, President

Maria Monteagudo
Director of Employee Relations

9
10 _____
11 _____
12 Mark D. Buetow, Vice President

Deborah A. Ford
City Labor Negotiator

13
14 _____
15 _____
16 Shawn Lauda, Secretary/Treasurer

Nicole M. Fleck
Labor Relations Officer

17
18 _____
19 Sarah Polka, Trustee

20
21 _____
22 Glenn Podlesnik, Trustee

FOR THE CITY:

23
24 _____
25 Gary Brown, Trustee

Tom Barrett, Mayor

26
27 _____
28 Dale Bormann, Jr., Trustee

James Owczarski, City Clerk

29
30 _____
31 Martin Matson, Comptroller

32
33 _____
34 Michael J. Murphy, Alderman
President, Common Council

35
36 _____
37 Nik Kovac, Alderman
Chairman, Finance & Personnel
Committee

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48 SIGNATURES

49 13-17 Labor Contract

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1 APPENDIX A

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9 RATES OF PAY

10 FOR EMPLOYEES COVERED BY THE –2013-2017

11 AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND

12 THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21, IUPA, AFL-CIO

13 FOR THE TIME PERIOD

14 COMMENCING JANUARY 1, 2013, AND ENDING DECEMBER 31, 2017

15 (FOR INFORMATIONAL PURPOSES ONLY)

16

1 **Rates to be added**
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AGREEMENT

Between

CITY OF MILWAUKEE

and

THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21

I.U.P.A., AFL-CIO

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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and
MILWAUKEE POLICE ASSOCIATION, LOCAL #21

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