

## ATTACHMENT A

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

### 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 such appearance.
- (3) Notwithstanding the foregoing, within any court appearance, the first hour of court-ordered lunch time shall be unpaid.
- (4) Parking During Court Overtime Appearance

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

- (a) If the MacArthur Square parking facility has no available parking space, the City will honor parking receipts from the MATC parking facility.
- (b) Each instance of City-paid parking shall be limited to:
  - i. Court Overtime

The duration of the employee's court overtime appearance beginning at the time the employee is required to be in court, ending at the time the employee is released by the court and including a reasonable amount of time for the

employee to get to and from his/her parked vehicle. An employee assigned to the early shift on a regular basis who receives City-paid parking hereunder as a result of a court appearance during his/her off-duty hours shall also be entitled to an extension of such parking until the end of his/her assignment on that date if he/she is assigned to early shift duty on that date and the conclusion of the court appearance falls within two hours of the start of his/her shift.

ii. Authorized Departmental Business at Police Administration Building

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

- (c) In order to receive City-paid parking benefits, the employee shall, immediately following the conclusion of a court appearance, present the court overtime time card for that appearance and the designated parking facility receipt covering the time period of the appearance to a supervisory police officer designated by the Police Department Administration. The overtime card shall indicate the

duration of the court appearance. Based on the overtime card, the designated supervisory officer shall authorize the payment of the parking fee to cover the time period of the court appearance and a reasonable amount of time for the employee to get to and from his/her vehicle and the court. The time allowed to get to and from the employee's parked vehicle and the court shall be the same as in provided in Departmental Order #8947, adopted November 27, 1984. This Order provides that each instance of City-paid parking shall be limited to the duration of the employees' court overtime appearance and include actual time up to 30 minutes prior to the start of the court overtime and no more than 30 minutes after the conclusion of the court overtime. City-paid parking benefits associated with an employee's appearance at the Police Department Administration Building during off-duty hours on authorized Departmental business pursuant to order of a commanding officer shall be administered in accordance with procedures established for that purpose by the Police Department Administration.

- (d) The City shall be held harmless against any and all claims, actions and lawsuits relating to theft or personal property damage brought against the City by employees using parking facilities pursuant to the parking allowance benefits provided herein. The City shall be held harmless against any and all claims, lawsuits, actions,

damages and judgments due to the employee's operation of his or her private vehicle at parking facilities which are subject to the parking allowance benefits provided herein. Nothing herein would operate to relieve the City of any liability it may have arising from its actions or omissions or preclude the employee from pursuing any rights or claims he/she may have under Wisconsin State Statute 895.46.

- c. Overtime earned as a result of an authorized eight-hour shift assignment which falls outside the regularly schedule eight-hour shift in whole or in part and which because of the nature of the work performed does not fall within 2.a. or 2.b., above, shall be compensated at one and one-half (1½X) the base salary rate, except that if an employee's regularly scheduled eight-hour shift, as established by the HOURS OF WORK provision of this Agreement, is changed, then all time worked on the new regularly scheduled eight-hour shift shall be compensated at (1X) the base salary rate.
- d. Overtime earned as a result of an authorized assignment outside of the regularly scheduled shift which does not fall within 2.a., 2.b. or 2.c., above, shall be compensated at one and one-half (1½X) the base salary.

### 3. OVERTIME PAYMENTS

#### a. Definitions

- (1) Compensatory Time Off Balance (CTB)

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

(2) Overtime Earned

The term “overtime earned,” as used in subsection 3 of this Article, shall mean the amount of overtime worked times the rate at which it is compensated; for example, one hour of overtime worked that is compensated at straight time rates (1X)\*<sup>1</sup> under this Article shall equal one hour of overtime earned and one hour of overtime worked that is compensated at a rate of time and one-half (1½X) under this Article shall equal 1½ hours of overtime earned.

b. Payment

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

- (1) If an employee’s compensatory time off balance (CTB) recorded on the most current Police Department Personnel Status Report is less than 225 hours, the employee may elect to be compensated in time off instead of cash for each instance of overtime work performed after issuance of the most current Status Report until issuance of the next Status Report which indicates the employee’s CTB is equal to or greater than 225 hours.
- (2) An employee may use compensatory time off on dates he/she has requested provided the employee gives his/her commanding officer

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<sup>1</sup> \*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.

reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first-served basis. Decisions made by employee's commanding officer with respect to the availability of the dates the employee has requested shall be subject to all of the provisions of subsections 3.b. (3) and (4).

- (3) The parties recognize and shall implement the U.S. Department of Labor's position that prior to denying a request to use accrued compensatory time, and even when granting the request would bring operations below prescribed staffing levels, an employer must first attempt operational alternatives to fill its prescribed staffing levels by using replacement officers at premium overtime rates when required by the FLSA. Accordingly, the City, working with and through the Milwaukee Police Association, has established a system which guarantees that no one is denied compensatory time off when prescribed staffing levels can be met through a replacement (paid at FLSA premium rates where they apply). If a police officer is denied a request to use compensatory time on the regularly scheduled shift that the officer has requested, whether on the basis of prescribed staffing levels or for any other reason(s), the provisions enumerated as subsections (a) through (k) at the end of this paragraph will be utilized in order to obtain, when at all possible, a suitable replacement

for the officer, excepting under the following circumstances in which the below-described duties fall within the officer's regularly scheduled shift:

- (aa) where that police officer is required to testify at a hearing, trial, or other proceeding on behalf of the City (including, *inter alia*, Fire and Police Commission meetings or hearings, grievance arbitrations, or lawsuits) to the exclusion of any other police officer, and where he or she has not been subpoenaed to testify;
- (bb) where a police officer is mandated to appear at a charging conference in the office of the District Attorney, or before any other public prosecutor, and where his or her involvement in the arrest or other pertinent events mandates that the police officer appear to the exclusion of any other police officer; and
- (cc) in those circumstances where the police officer (excluding those assigned to the Patrol Bureau) possesses unique technical skills which are required to be made available to the Police Department during a particular period of time. In the event that an officer is denied compensatory time off (or is initially granted compensatory time off and is subsequently denied) under this subsection (cc), s/he shall be compensated at the rate of 1-1/2x (or 2x if cancelled within 24 hours of the start of the compensatory time previously granted) for all hours of that shift for which compensatory time off had been requested if the following conditions are satisfied prior to



notification by the Department that s/he would be required to work during that time:

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

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

- (a) Arrangements for a replacement must be made and confirmed at least 48 hours in advance of the start of the compensatory time which is to be taken off.
- (b) The replacement worker is within the same “box” as shown on the “Milwaukee Police Department Organizational Chart” attached hereto as page 1 of Exhibit 1 (as may be in effect, modified or changed from time to time by the Department or the Fire and

Police Commission) as the employee exercising his/her right to use compensatory time off, except as specifically provided on page 2 of Exhibit 1 or unless the employee's commanding officer in his or her discretion approves a replacement obtained by the employee from a different "box." In the event that the Department or the Fire and Police Commission modifies the organizational chart, the parties will immediately engage in collective bargaining to provide for reasonably comparable access to replacement workers.

- (c) The replacement must have more than one (1) year of service from date of hire and must have completed field training.
- (d) The replacement must be of the same rank as the employee requesting use of compensatory time off.
- (e) The replacement will be permitted to work as a replacement only on a day when he/she would otherwise be on a regular day off.
- (f) An employee is ineligible to work as a replacement for more than two (2) regular off days in a pay period.
- (g) An employee is ineligible to work as a replacement for more than four (4) hours during a shift that immediately precedes or follows that employee's regular work shift, not to exceed two (2) occasions per pay period.
- (h) The regular shift replacement hours will be compensated in cash at straight-time (1X) rates (except for the four (4) contractual holidays specified at Article 32 paragraph 1 of this Agreement

which will be paid at 1½X Base Salary). Time worked as a replacement under this subsection shall be counted as “hours worked” for FLSA purposes, so long as the requirements of the FLSA apply to the City.

- (i) The replacement will not receive out-of-shift premium.
  - (j) The replacement shall be subject to all of the obligations applicable to any employee who is regularly scheduled for duty.
  - (k) If the replacement reports sick on a day when he/she is scheduled to work as a replacement, he/she will be ineligible thereafter to work as a replacement for a period of 90 days. If the replacement reports injured off-duty on a day when he/she is scheduled to work as a replacement, the replacement will be ineligible thereafter to work as a replacement for a period of 90 days unless: (1) the off-duty injury occurred subsequent to the time at which the replacement agreed to serve in that capacity; and (2) the replacement provides medical substantiation of the off-duty injury.
  - (l) A replacement will, at the time of his/her selection, execute on a form prescribed by the Chief of Police his/her agreement to serve as a replacement in accordance with the terms and conditions of this Agreement. The officer taking compensatory time off who arranged for the replacement will also execute this form.
- (4) An officer, at his/her option and under preexisting practices, may also seek a “body-for-body” trade as allowable under 29 C.F.R. § 553.31

("Substitution") in order to use compensatory time off when desired. This shall not be a prerequisite to the procedure set forth in subsection 3.b.(2) and (3) for obtaining a replacement.

c. Compensatory Time Off Segments

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

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

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

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

a. If both rates are at time and one-half ( $1\frac{1}{2}X$ ), the employee is paid at a rate of time and one-half ( $1\frac{1}{2}X$ ).

b. If one of the rates is time and one-half ( $1\frac{1}{2}X$ ) and the other straight-time ( $1X$ ), the employee is paid at a rate of time and one-half ( $1\frac{1}{2}X$ ).

- c. If both rates are straight-time (1X), the employee is paid at a straight-time (1X) rate.
  - d. For purposes of construction and interpretation of this provision, a court appearance involving the three and three quarter hour court overtime minimum payment shall be deemed a two and one-half-hour period of time and one-half (1.5X) overtime beginning with the start of such court appearance.
6. The hourly pay used in the computation of overtime shall be equal to one-eightieth (1/80) of the employee's current biweekly base salary as provided for in the BASE SALARY provision of this Agreement.
  7. Overtime shall be compensated for each actual hour or nearest 0.1 of an hour of authorized overtime worked.
  8. 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.
  9. The terms and conditions agreed to between the parties in respect to Police Band overtime (except as stated below), court overtime parking and negative comp time balances, which are set forth respectively in City/MPA Memoranda of Understanding dated: September 14, 1983 (Police Band Overtime), October 12, 1983, and November 16, 1983 (Court Overtime Parking) and December 15, 1983 (Negative Comp Time Balances) shall be incorporated into the provisions of this Article and be made a part of this Agreement as Appendix B. The terms and conditions of the Memorandum of September 14, 1983 (Police Band Overtime) shall be amended to provide that the

Compensatory Time Off Bank (CTB) time is the same as provided in subsection 3.b.(1) of this Article.

10. Miscellaneous Overtime Provisions

a. Roll Call

Existing roll-call time practices will be maintained for the term of this Agreement or any agreed-upon extension thereof. Effective August 11, 1985, and for so long as employees are covered by the Fair Labor Standards Act (FLSA) during the term of this Agreement, or any agreed upon extension thereof, the 18-minute roll-call period shall be reduced to a 12-minute period with all overtime earned during such 12-minute period compensated at time and one-half ( $1\frac{1}{2}X$ ) the base salary rate. If and when employees are no longer covered by the FLSA, the roll-call period shall be increased to an 18-minute period and overtime earned as a result of roll-call shall be compensated at base salary rates (1X). Identification Technicians who are assigned to perform street duties shall attend roll call and receive roll call pay.

b. Compensatory Time Off

If and when the City is required by law to pay cash for overtime work performed that could otherwise have been paid for in compensatory time off under the provisions of this Agreement, the City may modify overtime provisions to assure that overtime compensation (whether in cash, compensatory time, or both) for all overtime work performed shall not exceed  $1\frac{1}{2}X$  the employee's base rate of pay.