

occurring on or before March 15 of the calendar year, no requested dates for segmented vacation will be processed by the Department until all non-segmented vacations for that calendar year have been selected by every employee in the MPSO bargaining unit. All segmented days must be scheduled or requested on or before October 15th of the calendar year; provided, however, that subject to the approval of an employee's commanding officer, the October 15 deadline may be waived because of emergency, or other extraordinary circumstance, affecting the employee. An employee failing to comply with requirements of this subsection shall have his/her unused segmented vacation time scheduled for him/her by his/her commanding officer.

- e. All requests made by employees for scheduling units of segmented vacation that are submitted in accordance with the time limit and notice requirements provided above shall be processed on a first-come, first-served basis, subject to the availability of the dates requested determined by the employee's commanding officer. No request will be granted that results in another employee losing any non-segmented vacation dates he/she had previously selected in accordance with Departmental practices established for that purpose. In the event an employee's request for scheduling a unit of segmented vacation is in compliance with all of the time limit and advance notice requirements provided above, but the employee's commanding officer has determined that some or all of the dates requested by the employee for that unit are unavailable, it shall be the responsibility of the employee to schedule available substitute dates with his/her commanding officer.
10. The vacation with pay benefits computed under the provisions of this Article shall be the full and only vacation benefits to which employees covered by this Agreement shall be entitled during calendar years ~~2004~~2007, ~~2005-2008~~ and ~~2006~~2009.
 11. The assignment and scheduling of vacations with pay shall be controlled by the Chief of Police.

ARTICLE 25

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 eight hours in one day; nor shall they be eligible for overtime for work performed outside their regularly scheduled work shift that is the result of changes made pursuant to

subsection 3. of this Article, above.

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

ARTICLE 26

PAID LUNCH

Present practices are continued for the duration of this Agreement.

ARTICLE 27

WORK DAYS 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 reschedule. This provision shall only cover time off in lieu of holidays that is not integrated into the employee's regular work schedule. (In the

case of an employee assigned to a District Station on an eight-hour shift basis whose regular work schedule is five days on-duty, two days off-duty, followed by four days on-duty, two days off-duty, etc., this provision would cover the 32 hours off in lieu of holidays per fiscal year that are not integrated into the employee's regular work schedule and would not cover any of the 64 hours off in lieu of holidays per fiscal year that are integrated into the employee's regular work schedule.)

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

ARTICLE 28

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

ARTICLE 29

UNIFORM AND EQUIPMENT

1. Replacement Allowance

- a. Employees covered by this Agreement designated by the Chief of Police as Uniformed Personnel

(1) For Employees in Police Sergeant Job Classification:

- (a) The City shall replace articles of current initial allowance of uniform and equipment prescribed by the Chief of Police and in addition up to two shirts or one sweater 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 replaced.

The Chief of Police shall issue a requisition to a vendor selected by the Standards and Procurement Division for each article replacement of which is required. Whenever an article has been replaced through requisition, the employee shall be required to present the requisitioned article to the Police Academy for approval and the employee shall be required to turn in the condemned article at the Police Academy.

- (b) Upon promotion to the rank of Police Sergeant, the City shall provide the employee with the following items of uniform:

Sergeant Stripes (for shirts, 4 pr.)

Sergeant Stripes (for uniform coats, 3 pr.)

One Gold Braid (for cap)

One heavy-gauge name tag

One light-gauge name tag

- (2) For employees in Deputy Inspector of Police, Captain of Police or Lieutenant of Police Job Classifications:
- (a) The City shall replace articles of current initial allowance of uniform and equipment prescribed by the Chief of Police and in addition up to two shirts or one sweater 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. The Chief of Police shall issue a requisition to a vendor selected by the Standards and Procurement Division for each article replacement of which is required. Whenever an article has been replaced through requisition, the employee shall be required to present the requisitioned article to the Police Academy for approval and the employee shall be required to turn in the condemned article at the Police Academy.
- (b) Upon promotion to the rank of Lieutenant of Police, the City shall provide the employee with the following items of uniform:
- Cap, all season
 - Overcoat, long
 - Dress Blouse (1)
 - Dress Trousers (1)
 - Stripes (for trousers, 2 pr.)
 - Stripes (for blouse, 1 pr.)
 - White Uniform Shirts (4)
 - Silver bars (5 pr.)
 - Shoulder Board (1 pr.)
- (c) Upon promotion to the rank of Captain of Police, the City shall provide the employee with the following items of uniform:

Gold bars (5 pr.)

Shoulder Board (1 pr.)

- (d) Upon promotion to the rank of Deputy Inspector of Police; the City shall provide the employee with the following items of uniform:

Cap (with metallic gold embroidered visor)

Single Oak Leaf (5 pr.)

Shoulder Boards (1 pr.)

- (3) The City shall provide employees a uniform and equipment maintenance allowance of \$300 per calendar year.
- (4) Payments made under subsection 1.a. (3) of this Article shall be paid in December of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of length of service designated as uniformed personnel will be made for those employees designated as uniformed personnel for less than a full calendar year. For purposes of pro rating, an employee designated as uniformed personnel for at least 14 days in a calendar month shall be deemed as having been designated uniformed personnel for the full calendar month; in the event the employee is designated as uniformed personnel for less than 14 days in a calendar month, then the employee shall be deemed as not having been designated as uniformed personnel at all during said calendar month.
- (5) All items of initial issue prescribed from time to time by the Chief of Police shall remain the property of the City and shall revert to the Police Department upon the employee's severance.

b. All Other Employees Covered by This Agreement

- (1) For employees not designated by the Chief of Police as Uniformed Personnel, the City shall provide a clothing allowance of \$450 per calendar year. Such payments shall be made in December of the year in which they

were earned.

(2) Pro-rating

Pro-rata adjustment to the nearest calendar month on the basis of length of service while not designated as uniformed personnel shall be made for those employees not designated as such for less than a full calendar year. For purposes of pro-rating, an employee on the payroll, while not designated as uniformed personnel for at least 14 days in a calendar month, shall be entitled to receive the payment provided in subsection 1.b.(1) for that calendar month; an employee not designated as uniformed personnel for less than 14 days in a calendar month shall not be entitled to receive the payment provided in subsection 1.b.(1) for that calendar month.

2. During the term of this Agreement each member of the bargaining unit shall be compensated for items of uniform and equipment prescribed by the Police Department which are either (1) directly or indirectly destroyed in the line of duty, or (2) stolen from the member while such member is on duty. The provisions of item (2) of this paragraph shall only be applicable to claims made in relation to incidents of theft occurring after December 31, 1994, and where there is no negligence on the part of the member. The Chief of Police shall assess the amount of the damage, and he shall assess the amount of loss resulting from incidents of theft compensable hereunder. For purposes of interpretation and construction, the term "items of uniform and equipment prescribed by the Police Department" as used herein shall only cover those items that were compensable under the terms of the UNIFORM AND EQUIPMENT Article of the 1997-1998 City/MPSO Agreement. Additionally, the Chief may, at his discretion, approve other items of Uniform and Equipment as compensable hereunder and shall assess the amount of damage or loss for such items.
3. Payments made under the provisions of this Article shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe

benefits enumerated in this Agreement. 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.

4. Notwithstanding any other provision of this Article, during a calendar month employees shall not be entitled to receive benefits under both subsections 1.a. (2) and 1.b.(1); instead eligibility for receipt of benefits under either of these two subsections shall be predicated on the length of service therein, the subsection with greater service determining the benefit (in the event the length of service is identical the employee shall be entitled to elect the subsection under which his benefits shall be determined).
5. A joint labor/management committee shall be established to discuss matters relating to uniforms and equipment for employees covered by this Agreement. The committee shall consist of two (2) representatives designated by the Chief of Police and two (2) representatives designated by the MPSO. The committee's recommendations if any, shall be by consensus and shall be made to the Chief of Police. Such recommendations shall be advisory only and shall not be binding on the parties.

ARTICLE 30

SAFETY GLASSES

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

ARTICLE 31

AUTO ALLOWANCE

1. An employee may at his/her option 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 employee for any property damage sustained by his/her automobile and shall represent the employee and shall be responsible for any judgment, damages and costs entered against the employee 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 from causes other than negligence of the employee will be reimbursed by the City, provided the employee submits documentation of such costs to his/her commanding officer no later than seven (7) calendar days following the occurrence of the damages.

ARTICLE 32

LOCKERS

Present practices are continued for the duration of this Agreement.

ARTICLE 33

BOMB SQUAD PAY

1. Employees assigned by the Chief of Police to the Bomb Squad shall receive an amount in addition to base salary equivalent to \$240 per annum.
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 the Bomb Squad will be made for those employees who were assigned to the Bomb Squad for less than a full calendar year. For purposes of pro rating, an employee assigned to the Bomb Squad for at least 14 days in a calendar month shall be deemed as having been assigned to the Bomb Squad for the full calendar month; in the event the employee is assigned to the Bomb Squad less than 14 days in a calendar month, then the employee shall be deemed as not having been assigned to the Bomb Squad 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.

ARTICLE 34

UNDERWATER INVESTIGATION UNIT PAY

1. Employees assigned by the Chief of Police to the Underwater Investigation Unit shall receive an amount in addition to base salary equivalent to \$240 per calendar year.
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 the Underwater Investigation Unit will be made for those employees who were assigned to the Underwater Investigation Unit for less than a full calendar year. For purposes of pro-rating, an employee assigned to the Underwater Investigation Unit for at least 14 days in a calendar month shall be deemed as having been assigned to the Underwater Investigation Unit for the full calendar month; in the event the employee is assigned to the Underwater Investigation Unit less than 14 days in a calendar month, then the employee shall be deemed as not having been assigned to the Underwater Investigation Unit at all during the calendar month.
3. Payments made under the provisions of this Article shall not be construed as being part of employee's 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.

ARTICLE 35

EDUCATIONAL PROGRAM

1. Subject to the terms and conditions provided in subsections 2 through 9, below, the City will make the following annual payments to employees upon their completion of course work described in subsection 6, below:

\$95/calendar year for employees with at least 16 credits, but less than 28 credits.

\$145/calendar year for employees with at least 28 credits, but less than 40 credits.

\$195/calendar year for employees with at least 40 credits, but less than 52 credits.

\$245/calendar year for employees with at least 52 credits, but less than 64 credits.

\$295/calendar year for employees with at least 64 credits, but less than 90 credits; or if eligible employee is in possession of an associate degree .

\$370/calendar year for employees with at least 90 credits, but less than 120 credits.

\$470/calendar year for employees with 120 or more credits, but not possessing a bachelor's degree.

\$770/calendar year for a bachelor's degree.

No employee may receive more than \$770 of Educational Pay for a calendar year regardless of the number of degrees and credits earned; no employee may receive more than \$470 of Educational Pay for a calendar year unless the employee holds a bachelor's degree.

2. These annual payments termed, "Educational Pay", shall be in addition to employees' base salary and shall be made as soon as possible after December 31, of the calendar year in which eligibility is established therefor. Except as provided in subsection 3, Educational Pay will not be paid to an employee for any calendar year the employee does not remain in the employment of the Police Department for the full calendar year. Employees who attain the required educational credits during a calendar year shall be paid a prorated amount computed from the first pay period after the educational courses are completed (and reported to the City) to December 31 of that calendar year.

3. An employee retiring on pension or on authorized leave 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 or was on authorized leave, 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.
4. No employee will be eligible for Educational Pay unless he/she has a minimum of five years active service on the police force.
5. Educational Pay shall not be used in the calculation of overtime pay or in the calculation of pension benefits. 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.
6. Courses approved for which payment will be made under this provision will be courses in which credits have been successfully earned from an educational institution accredited by one of the accreditation associations named in section 7., below.
7. Courses approved for which payment shall be made under this provision 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
8. Employees who have earned a 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 7., above, at the time the degree was granted.

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

ARTICLE 36

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 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 ~~\$850 per annum in Calendar Years 2004, 2005 and 2006 (any portion of which may be used for courses which are less than three weeks in duration)~~ subject to the terms and conditions hereinafter provided. Effective January 1, 2006, the maximum tuition and textbook reimbursement shall be increased to \$1,200 per calendar year. A member may use up to \$150 per year of annual tuition and textbook reimbursement to pay for membership in job-related professional organizations approved by the Chief of Police and by the Department of Employee Relations.
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. Coursework approved to be on City time by both the Police Chief and by 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 and itemized receipts to a City-designated administrator on a form provided by the City no later than eight (8) weeks following the last course date of the course for which reimbursement is requested. ~~Employees shall have eight weeks from the date of the Greco arbitration award to submit applications for reimbursement and itemized receipts for eligible tuition and textbook expenses occurring on and after January 1, 2006.~~

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 for which they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion of such Police Department approved courses of study and shall consist of the final grade report for each such Police Department approved course of study. A Police Department approved course of study shall be deemed successfully completed if:
 - a. A grade of "C" or higher is received and such course of study is an undergraduate course of study; or
 - b. A grade of "B" or higher is received and such course of study is a graduate course of study; or
 - c. When grades are not given or a non-credit course of study is taken, then the employee must present to aforesaid City designated administrator within the time limit above described a written statement from the course's instructor that the employee has satisfactorily completed the course of study.
6. Payment of reimbursement described in Subsection 2 of this Article shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the Police Department approved courses of study for which such reimbursement is being requested is received by aforesaid City designated administrator. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet the criteria in section 5., above, payment may be deducted from the employee's paycheck.
7. 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.

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

ARTICLE 37

AGENCY SHOP

1. Subject to the terms and conditions provided in subsections 2 through 9, below, the City agrees to allow the MPSO an agency shop as permitted by the provisions of Section 111.70 of the Wisconsin Statutes.
2. No member of the bargaining unit is required to join the MPSO. However, membership in the MPSO is open to all members of the bargaining unit who choose to join and comply with the constitution and by-laws of the MPSO. No person will be denied membership in the MPSO because of race, ethnic origin, sex or religious affiliation.
3. The City will deduct from the biweekly earnings of all employees covered by this Agreement an amount that is equal to that part of the monthly dues certified by the MPSO as the dues deduction uniformly required of all members and pay said amount to the Treasurer of the MPSO within 30 calendar days after the payday from which such deduction was made.
4. The City will not deduct the dues of any employee in a two week pay period unless the employee is a member of the MPSO bargaining unit for at least 7 calendar days in such pay period.
5. The City reserves the right to stop, withhold, or modify dues deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
6. Changes in dues to be deducted shall be certified to the City Labor Negotiator by the MPSO at least thirty calendar days before the start of the pay period the new deduction schedule is to be effective.
7. Dues deductions for new employees in the MPSO bargaining unit will be made from their first paycheck.
8. The MPSO will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the MPSO.

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

ARTICLE 38

DUES CHECK-OFF

1. 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 shall not apply.
2. Employees may authorize the City to deduct MPSO dues from their paychecks by executing an authorization card, such authorization card prescribed by the City.
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/she 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 MPSO 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 MPSO. Changes in uniform employee dues deductions shall be certified by the MPSO 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 a classification represented by the MPSO may authorize the City to deduct MPSO initiation assessment 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. The initiation assessment check-off shall become effective with the third pay period following the date the authorization card is received by the City administrator and shall be made in four (4) equal installments spread over four (4) pay periods. Once authorized, an employee may not withdraw from the check-off except for separation from active service

in an MPSO-represented position. The MPSO shall file a report with the City Comptroller's Office certifying the amount of employee initiation assessment that are uniformly required of all new employees represented by the MPSO. Changes in uniform initiation assessment shall be certified by the MPSO 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.

ARTICLE 39

MEETING TIME

Employees who wish to attend meetings of boards, commissions and committees during working hours shall do so on their own time if properly authorized.

ARTICLE 40

NEGOTIATIONS

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

ARTICLE 41

BANK OF HOURS FOR MPSO ACTIVITY

The MPSO shall advise the City of the names of the members of its Board of Directors. Such members in aggregate shall be entitled to a maximum of 1,500 hours per calendar year paid time off subject to the following terms and conditions:

1. Such paid time off shall be limited to MPSO membership meetings, Board of Directors meetings, and to serve as requested in representing Association members or other related MPSO business.
2. Except for serving as requested in representing MPSO members or other related MPSO business, the MPSO 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 the two meetings not requiring the seven-day notice, written advance notice of not less than 24 hours shall be given. The time limits for such advance notice shall be computed beginning with the date the written notice is received by the Police Department Administration (if the notice is hand-delivered) or beginning with the date on the postmark accompanying the notice (if the notice is mailed) and ending on the date of the meeting for which release is requested. In the event that the notice requirement herein is not given, the Chief of Police shall not be obligated to release members for a meeting.
3. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
4. Reimbursement
 - a. Each month the MPSO 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 MPSO 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. This subsection shall not apply to the first 1000 hours of paid time off provided hereunder used in each year of this Agreement.
- d. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the MPSO is in non-compliance with the reimbursement requirements provided by subsection 4a. and 4b. of this Article, above.

ARTICLE 41A

MPSO NEGOTIATING TIME

1. The MPSO shall provide the City Labor Negotiator with the names of the members of its Board of Directors and the names of those Board members who will comprise the MPSO Negotiating Committee.
2. Subject to the terms and conditions hereinafter provided, members of the MPSO Negotiating Committee shall be entitled to paid time off computed at straight time (1x) rates for authorized City-MPSO negotiating meetings. The amount of paid time off provided shall be limited to the length of each authorized City-MPSO 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-MPSO negotiating meeting, the MPSO shall provide the City Labor Negotiator with the names of the MPSO bargaining committee members attending the meeting who are to be covered by the provisions of this Article. Those 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 MPSO 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 MPSO shall also reimburse the City an amount equivalent to the overtime premium (½x) 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 whenever the MPSO is in non-compliance with the reimbursement requirements provided by subsections 4a. and 4b. of this Article, above.

- d. This subsection shall not apply to the first 200 hours of paid time off provided hereunder used in each year of this Agreement.
- 5. The City Labor Negotiator shall interpret and administer the provisions of this Article.

ARTICLE 42

LIMITATIONS UPON MPSO ACTIVITY

1. No MPSO member or officer shall conduct any MPSO business on City time except as specified in this Agreement or as authorized by the Chief of Police, or the City Labor Negotiator.
2. No MPSO meeting shall be held on City time nor on City property.

ARTICLE 43

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 a maximum of 32 hours per pay period (but no more than 20 hours in any one calendar week) on a noncumulative 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.
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.

ARTICLE 44

DUTY ASSIGNMENT

An employee holding a rank lower than that of Captain of Police shall, upon appointment and after taking and subscribing his or her oath of office, be assigned to night duty at a work location designated by the Chief of Police. Employees holding ranks lower than that of Captain of Police shall be assigned to day duty according to seniority in their respective ranks and positions. Temporary exceptions to such shift assignments may be made in accordance with existing Departmental practices.

With respect to an employee holding the rank of Deputy Inspector of Police or Captain of Police, the Chief of Police will consider an employee's seniority in rank or position for purposes of assigning such employee to a day duty assignment. The Chief of Police, however, has the final authority to assign employees in these ranks to day duty, or to night duty if the Chief of Police determines it is necessary to serve some special need of the Department. The Chief of Police's discretion in this regard shall be final and not subject to the grievance procedure set forth in the Contract Enforcement Procedure Article of this Agreement.

ARTICLE 45

POLITICAL LEAVES OF ABSENCE

1. 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, file for a leave of absence:
 - a. Any such request for a leave of absence shall be granted and shall take effect no later than the date on which 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.

ARTICLE 46

UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE

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 that the employee is fit for return to duty. In

this event the attending physician shall submit the reasons for such extension, and its expected duration, in writing to the Department Administration prior to the date on which such 135-day post-delivery maximum occurs.

(4) Fitness for Duty

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

b. Unpaid Childrearing Leave

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

- c. The leave provided by subsections 1.a. and 1.b. of this Article, above, shall be without pay except that the employee may use her accumulated sick leave during the maternity portion of such leave so long as her attending physician determines that she is unfit for duty on account of medical reasons associated with her pregnancy. An employee may use the accumulated vacation, holiday time or compensatory time off, to which she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. Except when maternity leave is extended for medical reasons, as hereinbefore provided,

the unpaid portion of such leaves, together with the paid portion, shall not exceed the time limits provided for in subsections 1.a. and 1.b., above. Under no circumstances shall an employee be entitled to the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave nor shall she be entitled to the benefits under such INJURY PAY Article during a period of a maternity leave.

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

2. Male Childrearing Leave

- a. When requested, a male employee shall be entitled to an unpaid childrearing leave of absence for up to 130 consecutive calendar days beginning on the date the employee's spouse gave birth to a child. Such leave shall be granted solely for the purpose of childrearing.
- b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave together with the paid portion shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave.
- c. A male employee making application for a childrearing leave shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration, and indicate thereon the starting date of such childrearing leave and the anticipated date such leave will end.

3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

- a. When requested, an employee shall be granted an unpaid special childrearing leave of up to 130 consecutive calendar days in the event such employee legally adopts a child under age five and the terms of the adoption require the presence of one adoptive parent with the child. The employee shall be required to provide documentation of such adoption to the Police Department Administration. Such leave shall begin on the effective date of placement of the adopted child in the employee's home.
- b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he/she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave, together with the paid portion, shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a special childrearing leave.
- c. An employee making application for a special childrearing leave for adoption purposes shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration and indicate thereon the starting date of such special childrearing leave and the anticipated date such leave will end.

4. Reinstatement

a. Unpaid Leave of Absence Less Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of less than 90 consecutive calendar days in duration shall submit such request in writing to the Police Department Administration sufficiently in advance of the date on which return to duty is requested to allow for

either normal processing of payroll records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for this processing and the Departmental medical examination required in subsection 4.c. of this Article, below, (childrearing leave). An employee meeting the requirements of subsection 4.c. shall be reinstated to the position classification he/she occupied immediately prior to such leave as of the date he/she requested return to duty.

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

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

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

c. Departmental Medical Certification Requirement

Prior to his/her return to duty from an authorized childrearing leave provided hereunder the employee shall be required to provide medical certification from

their personal physician establishing the employee's fitness for return to duty.

Fitness for return to duty requirements from unpaid maternity leave status shall be as provided for in subsection 1.a.(4).

5. Administration

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

ARTICLE 47

NOTICES

1. All notices required to be sent by the MPSO 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 MPSO shall be sent in writing by certified mail to the offices of the MPSO.
3. Subject to their mutual consent, the City and MPSO may waive the certified mail requirements provided above where they deem it appropriate.
4. If the MPSO intends to file an action against the City with the Wisconsin Employment Relations Commission, it shall provide the City Labor Negotiator with timely advance written notice of such intent. Upon so filing such notice with the City Labor Negotiator, representatives of the MPSO shall meet with the City Labor Negotiator, or his/her designee, in an attempt to resolve the matter which precipitated the MPSO's intent to file such action. Thereafter, if the MPSO decides to file such action with the WERC, it shall provide the City Labor Negotiator with a copy of the documents filed with the WERC in the matter at the same time it serves notice of its action upon the City pursuant to applicable legal requirements.

ARTICLE 48

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

6. Any rules or regulations of the Milwaukee Police Department affecting wages, hours or conditions of employment promulgated by the Chief of Police after negotiation but without agreement may be tested relative to whether they violate the specific provisions of this Agreement as well as the propriety of their application in accordance with the provisions of this Agreement pertaining to grievances and arbitration.
7. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on ~~December 17, 2008~~ _____.

ARTICLE 49

VARIABLE SHIFT ASSIGNMENT PAY

1. Each calendar year, an employee shall be eligible to receive an amount in addition to his/her base salary as follows:
 - a.
 - (1) An employee in active service and covered by this Agreement on December 31 of a calendar year shall receive \$600 for that calendar year, except that employees occupying the classifications of Police Sergeant, shall receive \$1,810 for that calendar year.
 - (2) An employee with at least twenty (20) years of active service as a law enforcement officer in the Milwaukee Police Department on December 31 of a calendar year shall be entitled to receive \$250 per calendar year in addition to the amount the employee is entitled to receive under section 1.a.(1), above. This additional \$250 shall not be included in the calculation of final average salary for computing an employee's normal service retirement allowance under section 5., below.
 - b. Separation From Active Service During A Calendar Year On Account of Normal Service Retirement

An employee who commences receiving a normal service retirement allowance during the term of this Agreement shall receive an additional \$350 supplemental to the payment provided under subsection 1.a., above, for the calendar year immediately preceding the calendar year in which the employee retired. The employee shall also receive an amount equal to the amount to which he/she is entitled under 1.a., above, for the calendar year in which he/she retired prorated on the basis of active service in the calendar year of his/her retirement.
 - c. An employee who separates from active service on account of voluntary resignation during a calendar year shall receive the amount set forth at subsection

1.a., above, prorated on the basis of his/her active service while covered by this Agreement during that calendar year, computed to the nearest calendar month.

These additional amounts shall be termed "Variable Shift Assignment Pay (VSAP)."

2. Except for employees who separate from active service during a calendar year on account of normal service retirement or voluntary resignation, employees must be in active service and covered by this Agreement on December 31 of a calendar year in order to be eligible for that calendar year's VSAP payment.
3. Payments made hereunder shall be made as soon as is administratively practicable following the date on which eligibility therefor is established. In the case of an employee who commences receiving a normal service retirement allowance, the supplemental amounts provided in paragraph 1.b. shall be paid after such employee's effective retirement date. Prorated payments made hereunder shall be determined as follows:

An employee covered by this Agreement and in active service for at least 14 days in a calendar month shall be deemed as having been covered by this Agreement and in active service for the full calendar month; in the event the employee is covered by this Agreement and in active service for less than 14 days in a calendar month, then the employee shall be deemed as not having been covered by this Agreement and in active service at all during the calendar month.
4. Except as provided in subsection 5. of this Article, payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of overtime or any fringe benefits enumerated in this Agreement.
5. An employee in active service who retires from active service on a normal pension shall have his/her Variable Shift Assignment Pay benefits included in final average salary for purposes of computing his/her normal service retirement allowance. For purposes of interpretation and construction of the provisions of this Article:

The VSAP benefit to which the employee is entitled to include in the final average

salary computation shall be equal to the VSAP payment the employee received for the calendar year immediately preceding the employee's effective date of retirement up to a maximum of \$1,360, but excluding any amount the employee received under sections 1.a.(2) , above.

6. VSAP payments are compensation for and in recognition of the City's sole and unrestricted right to vary from time to time and without advance notice the starting time of an employee's regularly scheduled eight-hour shift assignment, and/or the day on which such regular shift assignment occurs. VSAP payments are in lieu of any other compensation for the City's retention of this right, including, without limitation, any "Out-of-Shift" pay premium.

ARTICLE 50

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 of 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.

ARTICLE 51

CONTRACT PRINTING

The City shall provide the MPSO with ~~three hundred (300)~~ one hundred and fifty (150) copies in booklet form of the successor agreement to the ~~2001-2004-2003-2006~~ City-MPSO labor contract as soon as administratively practicable after the execution of this Agreement. Booklet specifications and production shall be prescribed by the City.

ARTICLE 52

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 that have historically been performed by members of the MPSO structured consistent with the employee's medical capabilities within the Police Department.
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 Contract Enforcement Procedure provisions of this Agreement except that instead of being appealable to an arbitrator the dispute shall be appealable to a panel consisting of the three physicians, one physician to be designated by the MPSO, 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 Contract Enforcement Procedure shall remain unchanged and in full force and effect.

ARTICLE 53

JOINT LABOR/MANAGEMENT COMMITTEES

1. Effective the month following the execution date of this Agreement, a joint labor/management committee shall be established to discuss the status of the Appendices to the 1997-1998 City/MPSO Agreement. The committee shall consist of one (1) representative designated by the City Labor Negotiator, one (1) representative designated by the Chief of Police and two (2) representatives designated by the MPSO.
2. Effective the month following the execution date of this Agreement, a joint labor/management committee shall be established to discuss the processes related to the administration and payment of parking allowances. The committee shall consist of two (2) representatives designated by the City and two (2) representatives designated by the MPSO.
3. Effective the month following the execution date of this Agreement, a joint labor/management committee shall be established to discuss issues related to providing police protection for a fee for services performed outside of normal departmental operations. The committee shall consist of two (2) representatives designated by the City and two (2) representatives designated by the MPSO.
4. The committees' recommendations, if any, shall be by consensus and shall be made to the City Labor Negotiator. Such recommendations shall be advisory only and shall not be binding on the parties.

ARTICLE 54

DRUG TESTING

The parties agree that the Milwaukee Police Department's Drug Testing Program shall be as set forth in the Memorandum of Understanding executed by the parties on February 7, 1995, as modified on March 7, 2000.

ARTICLE 55

PARKING ALLOWANCE BENEFITS FOR

POLICE ADMINISTRATION BUILDING EMPLOYEES

1. The provisions of this Article shall be applicable only to those employees in pay ranges below that of the Captain of Police pay range as specified by the City of Milwaukee Salary Ordinance, and such employees covered by this Article shall hereinafter be termed "employees".
2. Effective from and after March 1, 1991, practices relating to employee parking at the Police Administration Building shall be discontinued and employees shall no longer be permitted to park private vehicles in the Police Administration Building.
3. Effective March 1, 1991, employees shall be eligible for the Parking Allowance Benefits as defined in Paragraph 4, below.
4. An employee with a regular Departmental assignment that requires him/her to 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." Two or more eligible employees may form a carpool for a calendar month (or months) by indicating this fact on a form prescribed by the Department for this purpose and the carpool members shall in aggregate be eligible for a Special Parking Allowance benefit for the calendar months the carpool remains in effect. The Special Parking Allowance benefit shall be in lieu of the Regular Parking Allowance benefit.
5. The City shall provide the MPSO with a list of City-approved parking facilities and will notify the MPSO 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 or a Special 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 the ~~eighty-five-one hundred~~ dollars (\$85100) monthly Regular Parking Allowance benefit for the month covered by the permit; provided however, if the monthly parking permit purchase price is less than ~~eighty-five-one hundred~~ dollars (\$85100), the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit. ~~Effective January 1, 2006~~ the first full month following execution of the 2007-2009 Agreement, the Regular Parking Allowance monthly benefit shall increase to ~~\$100~~ \$120.00.

b. Special Parking Allowance Benefit

In order to receive a Special Parking Allowance benefit for a calendar month, two or more eligible employees forming a carpool in accordance with the provisions of paragraph 4, hereof, must purchase one monthly parking permit for that month from a parking facility on the City-approved list. Each employee member of the carpool shall 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 their signatures and payroll numbers on the portion of the monthly parking permit received 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 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 carpool members shall in aggregate be entitled to receive a single Special Parking Allowance benefit in accordance with the following schedule (only eligible employees may comprise the carpool):

- (1) Two-person carpool -- A total of ~~\$90~~105 (~~\$105-120~~ effective the first full month following execution of the 2007-2009 Agreement ~~January 1, 2006~~) per month;
- (2) Three or more-person carpool -- A total of ~~\$110~~125 (~~\$125-140~~ effective the first full month following execution of the 2007-2009 Agreement ~~January 1, 2006~~) per month.

If the monthly parking permit purchase price for a carpool is less than the amount to which the carpool is entitled under this schedule, the carpool shall only be eligible for a Special Parking Allowance Benefit equal to the actual cost of the monthly permit. Payment of a Special Parking Allowance benefit shall be made to one member of the carpool designated to receive the payment; such designation shall be indicated on the form referenced in paragraph 4 hereof. Carpool members shall determine the method of apportioning the monthly Special Parking Allowance to which they are entitled, in aggregate, to receive; any dispute involving this apportionment is specifically excluded from the Grievance/Arbitration provisions of this Agreement.

Payments provided hereunder shall be made as soon as administratively practicable after the close of the calendar month covered by the permit. Except as provided in subsection 6, below, only approved parking facilities' monthly parking permits that are properly endorsed shall be covered by the benefits provided herein. No employee shall be eligible

to receive benefits under both paragraphs 5.a. and 5.b. for the same calendar month.

6. The MPSO recognizes that there are a limited number of parking spaces available at City approved parking facilities; accordingly, monthly parking permits for these spaces will be sold to eligible employees (either individually, or collectively, as one permit for a carpool) on a first-come, first-served basis, subject to their availability. During a calendar month when no monthly parking permit at any City-approved parking facility(ies) is(are) available because the vendor(s) has(have) determined that no space is available, the City will honor monthly parking permit receipts from parking facilities not on the City-approved list that are within the geographic area bounded by West Wisconsin Avenue on the south, North 12th Street on the west, West Juneau Avenue on the north and the Milwaukee River on the east. The employee (or each individual employee comprising a carpool) shall endorse the receipt by indicating his/her signature and payroll number on the monthly parking permit receipt and shall submit the endorsed parking permit 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 submission of the parking permit receipt to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit for the month covered by the parking permit under the same terms and conditions provided in paragraph 5, above.

7. **Daily Parking Receipts**

During a calendar month when no monthly parking permit is available to an employee under the provisions of either paragraph 5 or 6, hereof, because no space is available, the City will honor daily parking receipts from parking facilities within the geographic area described in paragraph 6, hereof, subject to the employee submitting a form prescribed by the Department to the Police Department Administration within five consecutive calendar days following the close of the calendar month. The form shall contain the following information:

- a. The employee's name, signature, and payroll number (or this information for each individual comprising a carpool);
 - b. A listing of each individual daily parking receipt for the calendar month indicating the date and amount arranged in date order with a total amount ("total amount") for the calendar month plainly indicated; and
 - c. All of the daily receipts for the calendar month stapled to the back of the form.
- Following submission of the prescribed Departmental form to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit for the calendar month covered by the daily parking receipts equal to the lesser of (1) the "total amount" described in paragraph 7.b., hereof, or (2) the maximum amount provided in paragraphs 5.a. or 5.b., hereof, whichever is applicable. Such benefit shall be in lieu of the monthly parking benefits provided under paragraphs 5 and 6.
8. No employee shall be eligible for the parking benefits provided by the Parking During Court Overtime Appearance paragraph of this Agreement for a calendar month for which he/she receives benefits hereunder.
 9. The benefits provided hereunder are intended to be used by an employee only for the purpose of commuting to and from his/her Departmental work location in connection with his/her City employment. The use of a parking permit by an employee for any other purpose during a calendar month shall disqualify the employee from the benefits provided hereunder for that calendar month.
 10. 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. 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.
 11. 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.

12. Notwithstanding the foregoing, during a calendar month the employee members of a carpool are receiving carpool benefits, the City will honor daily parking receipts for that calendar month in accordance with the following schedule:
 - a. Two-person carpool - An amount of reimbursement up to ~~\$2035~~ which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed ~~\$90105~~. Effective January 1, 2006, the first full month following execution of the 2007-2009 Agreement an amount of reimbursement up to ~~\$3545~~ which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed ~~\$105120~~.
 - b. Three-or-more-person carpool - An amount of reimbursement up to ~~\$4055~~ which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed ~~\$110125~~. Effective January 1, 2006 the first full month following execution of the 2007-2009 Agreement, an amount of reimbursement up to ~~\$5565~~ which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed ~~\$125145~~.

Carpool members shall determine the method of apportioning the amounts of reimbursement; any dispute involving this apportionment is specifically excluded from the grievance/arbitration provisions of this Agreement.

ARTICLE 56

AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize the obligation of the city to comply with the Americans with Disabilities Act (ADA). Before the City takes any steps, including reasonable accommodation, that may conflict with this Agreement, it will meet with the Union to discuss those steps that may be taken in that individual case. In those discussions, the parties will respect the confidentiality of the disabled person as required by the Act.

ARTICLE 57

ACCRUED TIME OFF DONOR PROGRAM

1. Members of the Union shall be permitted to donate accrued vacation time, time-off in lieu of holidays or compensatory time to a designated Union 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 of time shall be limited to a maximum of 40 hours of accrued time per donor per calendar year and shall be 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. The City shall take efforts to ensure that loss of donations due to non-utilization are kept to a minimum.
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 Union shall be subject to all terms and conditions governing the procedures for administration as developed by the Department of Employee Relations, pursuant to Chapter 350-45 of the Milwaukee Code of Ordinances.
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 continue this program.

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

ARTICLE 58

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 \$600 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.
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 this Article shall not be included in the determination of overtime compensation or any other fringe benefits.
4. Employees who retire from active service on a service retirement shall have their

Certification Pay benefits included in final average salary for purposes of computing their service retirement allowances. For purposes of interpretation and construction of the provisions of this Article, the Certification Pay benefit the employee is entitled to include in the Final Average Salary computation shall be an amount equal to the Certification Pay payment the employee received for December 31 of the calendar year immediately preceding the employee's effective date of retirement.

5. An employee on a military leave of absence for performance of duty as a member of the State of Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall be eligible for Certification Pay benefits for a calendar year prorated on the basis of the employee's active service with the Department in that calendar year subject to the following:
 - a. The military leave is a result of being called to, or volunteering for, active duty under the authority granted to the President of the United States or the Congress of the United States for a period of more than 30 calendar days;
 - b. Prorated Certification Pay shall be calculated as of the effective date the employee separated from active service with the Department and began his/her unpaid military leave of absence.
 - c. For purposes of prorating Certification Pay benefits, 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.

ARTICLE 59

PROMOTIONAL PROGRAM

1. RECOGNITION

The parties recognize that in order to establish and maintain public trust in the professional management and supervision of the Milwaukee Police Department, an open and transparent promotional process is necessary.

2. POSTING OF EXAMINATIONS

Effective December 17, 2008, not less than sixty (60) days prior to the commencement of an examination process, a department-wide posting shall be distributed by the Milwaukee Fire and Police Commission (FPC). Each posting shall include:

- a. The place, time, and date on which the first component shall be administered.
- b. The due-date by which all candidate applications must be submitted to the FPC. Due-dates may be no less than twenty-one (21) calendar days following the date of the posting.
- c. The specific weight given to each component of a test.

3. PROMOTIONAL INFORMATION

- a. Effective January 7, 2008, the Chief of Police, upon request, shall provide an unsuccessful applicant for promotion with oral feedback explaining why the applicant has not been promoted and what must be done to improve his/her promotional opportunities, along with how the applicant performed on tests which measure certain skill sets.
- b. Effective January 1, 2004, the Chief of Police, upon request, shall provide an unsuccessful applicant with written copies of all comments made by assessors/evaluators and/or consultants provided only for the time period of January 1, 2004, through December 17, 2008, all identifying information relating to the identities of the assessors/evaluators and/or consultants is redacted so that their identities remain confidential. Thereafter, the documentation provided

pursuant to the foregoing sentence shall also include the name of the assessor/evaluator and/or consultant. The Chief of Police may provide an unsuccessful applicant with any non-proprietary testing materials which the Chief of Police, in his/her sole discretion, determines should be provided.

- c. Effective January 1, 2004, the Chief of Police, upon request, shall provide all applicants with their final exam scores, along with a breakdown of those scores showing the separate scores for each part of a test including, but not limited to, the written examination, the oral interview, and the in basket exercise which are graded.
- d. Effective January 1, 2004, the Chief of Police, upon the request of an individual applicant, shall provide that applicant with copies of all materials the Chief of Police has submitted to the FPC regarding that applicant. Effective December 17, 2008, all applicants have the right to personally appear and speak before the FPC when that person's application for promotion is discussed.

Dated at Milwaukee, Wisconsin this _____ day of _____, ~~2009~~2010.

(Four (4) copies of this instrument are being executed all with the same force and effect as though each were an original).

FOR THE MPSO:

Thomas Klusman, President

Michael Edwards, Vice President

Alan Johnson, Treasurer

Konrad Ellenberger, Secretary

Christopher Domagalski, Director

Joseph Seitz, Director

Nicholas Kerhin, Director

~~Amedeo Greco~~ Herman Torosian, Arbitrator

BY:

Maria Monteagudo
Director of Employee Relations

Troy M. Hamblin
Labor Negotiator

Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

W. Martin Morics, Comptroller

Willie L. Hines, Jr., Alderman
Common Council President

Michael J. Murphy, Alderman
Chairman, Finance & Personnel Committee

SIGNATURES

07-09 LC
labr/mpso

APPENDIX A

RATES OF PAY

FOR EMPLOYEES COVERED BY THE ~~2004-2006~~2007-2009
AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION

FOR THE TIME PERIOD

COMMENCING JANUARY 1, ~~2004-2007~~AND ENDING DECEMBER 31, ~~2006~~2009

(FOR INFORMATIONAL PURPOSES ONLY)

EFFECTIVE PAY PERIOD 1, 2004-2007(DECEMBER 2131, 20032006)

Pay Range 831

Biweekly Rate

1,916.19	1,991.81	2,070.49	2,152.30	2,237.37	2,325.90
2,108.12	2,191.31	2,277.89	2,367.89	2,461.47	2,558.87

Monthly Rate

4,163.15	4,327.44	4,498.39	4,676.13	4,860.95	5,053.30
4,580.14	4,760.88	4,948.99	5,144.52	5,347.84	5,559.45

Annual Rate

49,957.81	51,929.33	53,980.64	56,113.54	58,331.44	60,639.54
54,961.70	57,130.58	59,387.85	61,734.27	64,174.04	66,713.39

~~Administrative Police Sergeant 1/
Police Sergeant 1/~~

Pay Range 834

Biweekly Rate

2,070.49	2,152.30	2,237.37	2,325.90	2,417.90	2,513.61
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Monthly Rate

4,498.39	4,676.13	4,860.95	5,053.30	5,253.18	5,461.12
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Annual Rate

53,980.64	56,113.54	58,331.44	60,639.54	63,038.11	65,533.41
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~~Police Electronic Technician Foreman~~

Pay Range 835

Biweekly Rate

2,152.30	2,237.37	2,325.90	2,417.90	2,513.61	2,613.02
2,367.89	2,461.47	2,558.87	2,660.09	2,765.39	2,874.75

Monthly Rate

4,676.13	4,860.95	5,053.30	5,253.18	5,461.12	5,677.10
5,144.52	5,347.84	5,559.45	5,779.36	6,008.14	6,245.74

Annual Rate

56,113.54	58,331.44	60,639.54	63,038.11	65,533.41	68,125.17
61,734.27	64,174.04	66,713.39	69,352.34	72,097.67	74,948.84

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,237.37	2,325.90	2,417.90	2,513.61	2,613.02	2,716.54
2,461.47	2,558.87	2,660.09	2,765.39	2,874.75	2,988.64
Monthly Rate					
4,860.95	5,053.30	5,253.18	5,461.12	5,677.10	5,902.01
5,347.84	5,559.45	5,779.36	6,008.14	6,245.74	6,493.18
Annual Rate					
58,331.449	60,639.54	63,038.11	65,533.41	68,125.17	70,824.08
64,174.04	66,713.39	69,352.34	72,097.67	74,948.84	77,918.11

Communications Maintenance Manager (effective Pay Period 2, 2007, this position is reclassified to Communications Systems Manager in Pay Range 839)

Lieutenant of Detectives 1/
 Lieutenant of Police 1/
 Police Health & Safety Coordinator 1/

Pay Range 839

Biweekly Rate					
2,513.61	2,613.02	2,716.54	2,824.14	2,936.14	3,052.53
2,765.39	2,874.75	2,988.64	3,107.03	3,230.24	3,358.29
Monthly Rate					
5,461.12	5,677.10	5,902.01	6,135.78	6,379.11	6,631.99
6,008.14	6,245.74	6,493.18	6,750.39	7,018.08	7,296.29
Annual Rate					
65,533.41	68,125.17	70,824.08	73,629.37	76,549.37	79,583.82
72,097.67	74,948.84	77,918.11	81,004.71	84,216.97	87,555.42

Captain of Police 1/
Communications Systems Manager

Pay Range 842

Biweekly Rate					
2,824.14	2,936.14	3,052.53	3,173.64	3,299.54	3,430.48
3,107.03	3,230.24	3,358.29	3,491.52	3,630.04	3,774.10
Monthly Rate					
6,135.78	6,379.11	6,631.99	6,895.11	7,168.64	7,453.13
6,750.39	7,018.08	7,296.29	7,585.74	7,886.69	8,199.68
Annual Rate					
73,629.37	76,549.37	79,583.82	82,741.33	86,023.73	89,437.52
81,004.71	84,216.97	87,555.42	91,028.91	94,640.33	98,396.18

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

EFFECTIVE PAY PERIOD 1, 2005-2008(DECEMBER 1930, 20042007)

Pay Range 831

Biweekly Rate

1,981.34	2,059.53	2,140.89	2,225.48	2,313.44	2,404.98
2,176.63	2,262.53	2,351.92	2,444.85	2,541.47	2,642.03

Monthly Rate

4,304.70	4,474.57	4,651.34	4,835.12	5,026.22	5,225.11
4,728.99	4,915.62	5,109.83	5,311.73	5,521.65	5,740.12

Annual Rate

51,656.37	53,694.89	55,816.06	58,021.45	60,314.69	62,701.27
56,747.85	58,987.39	61,317.91	63,740.73	66,259.75	68,881.49

Administrative Police Sergeant 1/

Police Sergeant 1/

Pay Range 834

Biweekly Rate

2,140.89	2,225.48	2,313.44	2,404.98	2,500.11	2,599.07
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Monthly Rate

4,651.34	4,835.12	5,026.22	5,225.11	5,431.79	5,646.79
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Annual Rate

55,816.06	58,021.45	60,314.69	62,701.27	65,181.44	67,761.47
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Police Electronic Technician Foreman

Pay Range 835

Biweekly Rate

2,225.487	2,313.44	2,404.98	2,500.11	2,599.07	2,701.86
2,444.85	2,541.47	2,642.03	2,746.54	2,855.27	2,968.18

Monthly Rate

4,835.12	5,026.22	5,225.11	5,431.79	5,646.79	5,870.11
5,311.73	5,521.65	5,740.12	5,967.19	6,203.41	6,448.72

Annual Rate

58,021.45	60,314.69	62,701.27	65,181.44	67,761.47	70,441.35
63,740.73	66,259.75	68,881.49	71,606.22	74,440.97	77,384.69

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,313.44	2,404.98	2,500.11	2,599.07	2,701.86	2,808.90
2,541.47	2,642.03	2,746.54	2,855.27	2,968.18	3,085.77
Monthly Rate					
5,026.22	5,225.11	5,431.79	5,646.79	5,870.11	6,102.67
5,521.65	5,740.12	5,967.19	6,203.41	6,448.72	6,704.20
Annual Rate					
60,314.69	62,701.27	65,181.44	67,761.47	70,441.358	73,232.04
66,259.75	68,881.49	71,606.22	74,440.97	77,384.69	80,450.43

Communications Maintenance Manager
 Lieutenant of Detectives 1/
 Lieutenant of Police 1/
 Police Health & Safety Coordinator 1/

Pay Range 839

Biweekly Rate					
2,599.07	2,701.86	2,808.90	2,920.16	3,035.97	3,156.32
2,855.27	2,968.18	3,085.77	3,208.01	3,335.22	3,467.43
Monthly Rate					
5,646.79	5,870.11	6,102.67	6,344.40	6,596.01	6,857.48
6,203.41	6,448.72	6,704.20	6,969.78	7,246.16	7,533.40
Annual Rate					
67,761.47	70,441.35	73,232.04	76,132.75	79,152.08	82,289.78
74,440.97	77,384.69	80,450.43	83,637.40	86,953.95	90,400.85

Captain of Police 1/
 Communication Systems Manager

Pay Range 842

Biweekly Rate					
2,920.16	3,035.97	3,156.32	3,281.54	3,411.72	3,547.12
3,208.01	3,335.22	3,467.43	3,604.99	3,748.02	3,896.76
Monthly Rate					
6,344.40	6,596.01	6,857.48	7,129.54	7,412.37	7,706.54
6,969.78	7,246.16	7,533.40	7,832.27	8,143.02	8,466.18
Annual Rate					
76,132.75	79,152.08	82,289.78	85,554.44	88,948.42	92,478.49
83,637.40	86,953.95	90,400.85	93,987.24	97,716.23	101,594.10

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

EFFECTIVE PAY PERIOD 1, 2006-2009 (JANUARY 1-December 28, 2006-2008)

Pay Range 831

Biweekly Rate					
2,046.72	2,127.49	2,211.54	2,298.92	2,389.78	2,484.34
2,245.88	2,334.36	2,426.43	2,522.15	2,621.67	2,725.25
Monthly Rate					
4,446.74	4,622.23	4,804.83	4,994.68	5,192.08	5,397.53
4,879.44	5,071.68	5,271.71	5,479.67	5,695.89	5,920.93
Annual Rate					
53,360.92	55,466.71	57,658.01	59,936.13	62,304.98	64,770.30
58,553.30	60,860.10	63,260.50	65,756.05	68,350.68	71,051.16
Administrative Police Sergeant 1/ Police Sergeant 1/					

Pay Range 834

Biweekly Rate					
2,211.54	2,298.92	2,389.78	2,484.34	2,582.61	2,684.84
Monthly Rate					
4,804.83	4,994.68	5,192.08	5,397.53	5,611.03	5,833.14
Annual Rate					
57,658.01	59,936.13	62,304.98	64,770.30	67,332.34	69,997.62
Police Electronic Technician Foreman					

Pay Range 835

Biweekly Rate					
2,298.92	2,389.78	2,484.34	2,582.61	2,684.84	2,791.02
2,522.15	2,621.67	2,725.25	2,832.89	2,944.88	3,061.18
Monthly Rate					
4,994.68	5,192.08	5,397.53	5,611.03	5,833.14	6,063.82
5,479.67	5,695.89	5,920.93	6,154.79	6,398.10	6,650.78
Annual Rate					
59,936.13	62,304.98	64,770.30	67,332.34	69,997.62	72,765.88
65,756.05	68,350.68	71,051.16	73,857.49	76,777.23	79,809.33
Police Identification Supervisor					

Pay Range 836

Biweekly Rate					
2,389.78	2,484.34	2,582.61	2,684.84	2,791.02	2,901.59
2,621.67	2,725.25	2,832.89	2,944.88	3,061.18	3,182.30
Monthly Rate					
5,192.08	5,397.53	5,611.03	5,833.14	6,063.82	6,304.05
5,695.89	5,920.93	6,154.79	6,398.10	6,650.78	6,913.93
Annual Rate					
62,304.98	64,770.30	67,332.34	69,997.62	72,765.88	75,648.60
68,350.68	71,051.16	73,857.49	76,777.23	79,809.33	82,967.11

Communications Maintenance Manager
 Lieutenant of Detectives 1/
 Lieutenant of Police 1/
 Police Health & Safety Coordinator 1/

Pay Range 839

Biweekly Rate					
2,684.84	2,791.02	2,901.59	3,016.53	3,136.16	3,260.48
2,944.88	3,061.18	3,182.30	3,308.21	3,439.23	3,575.41
Monthly Rate					
5,833.14	6,063.82	6,304.05	6,553.77	6,813.68	7,083.78
6,398.10	6,650.78	6,913.93	7,187.48	7,472.14	7,768.00
Annual Rate					
69,997.62	72,765.88	75,648.60	78,645.25	81,764.18	85,005.38
76,777.23	79,809.33	82,967.11	86,249.76	89,665.64	93,216.04

Captain of Police 1/
 Communications Systems Manager

Pay Range 842

Biweekly Rate					
3,016.53	3,136.16	3,260.48	3,389.83	3,524.31	3,664.17
3,308.21	3,439.23	3,575.41	3,717.09	3,864.42	4,017.62
Monthly Rate					
6,553.77	6,813.68	7,083.78	7,364.81	7,656.98	7,960.85
7,187.48	7,472.14	7,768.00	8,075.82	8,395.91	8,728.76
Annual Rate					
78,645.25	81,764.18	85,005.38	88,377.72	91,883.80	95,530.15
86,249.76	89,665.64	93,216.04	96,909.84	100,750.95	104,745.09

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

APPENDIX B

September 16, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties agree to amend subsection 4.c.(1) of the OVERTIME Article set forth in the 1983-1984 City/MPSO Labor Contract to read as follows:

- “(1) If an employee’s compensatory time off balance (CTB), including any remaining unused compensatory time off earned prior to September 11, 1983, recorded on the most current Police Department Personnel Status Report is less than 32 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 32 hours.”

The parties further agree that with respect to authorized overtime assignments directly related to the Milwaukee Police Department Band function, the following provisions shall be applicable:

1. Notwithstanding the OVERTIME Article of the 1983-1984 Labor Contract between the City of Milwaukee and the MPSO, when an employee is a member of the Milwaukee Police Department Band, is eligible under that provision for overtime benefits, and performs an authorized overtime assignment directly related to the Band function, he/she shall be compensated at base salary rates (IX) in compensatory time off for the duration of such overtime assignment. The time off so earned: Shall not count towards the 32-hour Compensatory Time Off Bank (CTB) limit determining the employee’s eligibility for overtime compensation in compensatory time off, instead of cash, that is provided for in subsection 4.c.(1)

of the OVERTIME Article; Shall not affect the employee's CTB recorded on Police Department Personnel Status Reports; and shall not be included in the cash buyout provided for under subsection 4.d.(1) of the OVERTIME Article.

2. An employee may use earned time off from authorized overtime assignments directly related to the Police Band function on dates he/she has requested provided the employee gives his/her commanding officer 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 final.
3. Administration of Band Overtime shall be in accordance with Departmental Order #7386, dated February 17, 1977, and attached herewith as Appendix A.

The parties further agree that for purposes of administering the benefits provided by aforesaid OVERTIME Article (as amended, above) the following provisions shall apply:

1. Except as provided in subsection 2, of this paragraph, below, the Police Department Personnel Status Report used to determine an employee's eligibility to elect compensatory time off instead of cash for an instance of overtime work performed shall cover overtime work performed during the 336 consecutive hour time period beginning at 12:01 a.m. on the second Wednesday of the pay period closest to the date on which the Status Report is issued. Normally, the Status Report would be issued on the second Wednesday of the pay period; in the event the Status Report is delayed, it shall be deemed effective retroactive to 12:01 a.m. on that Wednesday.
2. An employee eligible for overtime benefits may elect to be compensated in time off instead of cash for rollcall overtime if either of the two Police Department Personnel Status Reports that are issued during the current pay period reflect a

balance of less than 32 hours. Such election must be for all rollcall overtime earned in such pay period.

The parties further agree that all other terms and conditions of the aforesaid OVERTIME Article (as amended, above) shall remain unchanged and in full force and effect.

The parties further agree that the agreements provided for above shall be deemed to be in force and effect on September 11, 1983.

REPRESENTATIVES OF THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION	CITY OF MILWAUKEE NEGOTIATING TEAM
Raymond M. Banach	James W. Geissner
William Zuehlsdorf	
Charles Hetzer	

See file for original signatures.

Appendix B
LabtMPSO

APPENDIX A*

CITY OF MILWAUKEE
DEPARTMENT OF POLICE
749 WEST STATE STREET, POLICE ADMINISTRATION BUILDING
MILWAUKEE, WISCONSIN 53233

ORDER NO. 7386

February 17, 1977

RE: MILWAUKEE POLICE BAND

The following procedures relating to participation by members in functions of the Milwaukee Police Band are hereby adopted.

1. Three (3) hours compensatory overtime will be granted for appearances at school concerts, parades, and the Fire and Police Baseball Game to any band member assigned to the late shift, or to any band member participating on a scheduled regular off day or vacation day; provided, such regular off or vacation day may be exchanged for a different date. Early Shift band members will be compensated hour-for-hour ending at the time roll call payment starts.
2. Hour-for-hour compensatory overtime will be granted for appearances not enumerated above (See exceptions in numbered paragraphs 5 and 6); and a minimum of 1/10 of an hour (6 minutes can be submitted for compensatory overtime).
3. Two (2) hours compensatory overtime will be granted for regular rehearsal time designated as 2:00 p.m. to 4:00 p.m., but members scheduled for early shift duty on a rehearsal day shall not be entitled to "roll call overtime" in addition to the two hours provided herein.
4. Day shift members who are on duty and scheduled to participate in a parade shall be excused from duty one and one-half (1 1/2) hours prior to the scheduled reporting time of the parade. Their return to duty following the

parade is contingent on the starting time, and to ensure uniformity such matter will be incorporated in the directive relating to the parade in question.

5. Duty time (excused) is hereby authorized for the annual Police Band Concert and rehearsal.

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6. Band members will volunteer their time for appearance at the Police Picnic and any other event as directed by the Band Board, upon approval of the Chief of Police.
7. All compensatory overtime cards shall be submitted to the Band Manager for approval and transmittal to the Administration Bureau.

This order shall take effect immediately and hereby cancels Order No. 6684, dated May 1, 1972.

Harold A. Breier
Chief of Police

See file for original signature.

HAB:RJZ:RTW

APPENDIX B
Labr/MPSO

December 21, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties hereto agree that for purposes of interpretation and construction of the provisions of subsection 4.c. of the OVERTIME Article of the current City/MPSO labor contract, in respect to administration of negative compensatory time off balances, the following shall apply from and after December 19, 1983 for employees eligible to receive overtime benefits under the provisions of subsection 1. of that Article:

1. Subject to the requirements governing usage of compensatory time off provided for in subsection 4.c.(2) of such OVERTIME Article, an employee may use compensatory time off so long as his/her compensatory time off balance (CTB) recorded on the most current Police Department Personnel Status Report is not less than zero (0) hours, notwithstanding the fact that such usage may result in the employee having a negative CTB on the next following status report.
2. An employee with a negative CTB recorded on the most current Police Department Personnel Status Report shall have an amount equal to the cash value of his/her negative CTB deducted from the paycheck he/she receives for the Pay Period next following the Pay Period of the status report recording such negative CTB. The cash value of an employee's negative CTB shall be computed on the basis of his/her hourly base pay rate in effect during the Pay Period in which such negative CTB occurs as this rate is established under the BASE SALARY Article of the City/MPSO Labor Contract in effect at that time.
3. An employee may not use time off which he/she has earned, such as vacation and holiday time or compensatory time off earned following publication of a Police

Department Personnel Status Report indicating a negative CTB for the employee, to offset a negative CTB and thereby avoid the paycheck deduction provided for in subsection 2, above.

4. In disputes over an employee's negative CTB, the compensatory time off taken and earned that is indicated on his/her time card (in the case of compensatory time off earned other than for roll-call, the time off earned indicated on the employee's overtime Tab Card—Form PO-7) for the Pay Period of the Police Department Personnel Status Report on which the disputed negative CTB was recorded, shall decide the dispute.

The parties further agree that all other terms and conditions of such OVERTIME Article shall remain unchanged and in full force and effect.

Representatives of the Milwaukee Police Supervisors' Organization	City of Milwaukee Negotiating Team
Raymond M. Banach	James W. Geissner
Anthony R Bacich	
Richard A. Noennig	
Charles W. Hetzer	
William F. Zuehlsdorf	
Kenneth Elias	
Thomas J. Tromp	

See file for original signatures.

APPENDIX C

October 7, 1985

Mr. John M. Tries, President
Milwaukee Police Supervisors'
Organization
Post Office Box 891
Milwaukee, WI 53201-0891

Dear Mr. Tries:

In the event of a strike or job action involving Milwaukee Police Department employees, the City Labor Negotiator agrees to recommend to the Labor Policy Board of the Common Council that during that period of such strike or job action, an employee occupying a classification that is covered by this Agreement, but excluded from coverage under its OVERTIME provision, shall be entitled to special overtime pay for all time in excess of his/her normal hours of work spent performing duties normally assigned to employees of lower rank.

The specific terms and conditions under which special overtime would be provided, as well as the rates at which it would be paid, shall be determined by the Labor Policy Board at the time of the strike or job action.

Sincerely,

James W. Geissner
City Labor Negotiator

JWG:JSE:bh

ACCEPTED BY:

John M. Tries, President
Milwaukee Police Supervisors' Organization

See file for original signature.

Appendix C
Labr\MPSO

APPENDIX D

October 7, 1985

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties hereto agree that whenever the Police Department Personnel Status Report for a pay period indicates a deficit in the time off entitlement of an employee because he/she has:

- (1) Exceeded his/her annual HOLIDAY OFF entitlement; and/or
- (2) Exceeded his/her annual VACATION entitlement; and/or
- (3) Exceeded his/her INJURY PAY entitlement; and/or
- (4) A negative SICK LEAVE BALANCE,

the Police Department Administration shall deduct unused time off in the employee's accounts indicated on such status report that are not in deficit by an amount of time off up to the time off that offsets, hour for hour, the employee's time off deficit unless the employee notifies the Police Department Administration prior to 3 p.m. on the Friday immediately following the date such status report is issued that he/she does not want the offset made; such notification shall be provided in accordance with Departmental procedures established for this purpose. If such notification is provided the offset will not be made and the deficit will be docked from the employee's paycheck for the pay period of the status report (the amount of such deficit to be computed on the basis of the employee's hourly base salary rate in effect during such pay period). If there is no unused time off in the employee's accounts indicated on such status report that are not in deficit, or if the amount of such unused time off is insufficient to offset the employee's time off deficit, the remaining deficit will be docked from the employee's paycheck on the same basis as is provided above when the notification requirements are met; and

APPENDIX E

October 7, 1985

Mr. John M. Tries, President
Milwaukee Police Supervisors'
Organization
Post Office Box 891
Milwaukee, WI 53201-0891

Dear Mr. Tries:

For the term of this Agreement, the City agrees not to change the following sentence contained in Section 16 of the Milwaukee police Department Standard Operating Procedures, relating to absence:

“Any member who files a claim involving the recurrence of an old duty injury shall be carried on injury leave from the effective date of such claim, pending disposition of the claim by the Office of Employee Benefits.”

Sincerely,

James W. Geissner
City Labor Negotiator

JWG:JSE:hh

ACCEPTED BY:

John M. Tries, President
Milwaukee Police Supervisors' Organization

See file for original signature.

APPENDIX E
br/MPSO

APPENDIX F

Page 2

For purposes of Article 12 Section 4.b.(3)(b) (providing that replacement workers shall work within the same “box” as shown on the “Milwaukee Police Department Organizational Chart”) of the collective bargaining agreement between the City and the Milwaukee Police Supervisors’ Organization pertaining to the use of replacement employees for employees wishing to use compensatory time off, the following shall apply:

1. Employees assigned to the Community Services Division of the Patrol Bureau Special Programs Section, Youth Services Section and Crime Prevention Section may serve as replacements for any employee assigned to the Community Services Division.
2. Employees assigned to the “Weed and Seed” program may serve as replacements for any employee assigned to the Patrol Bureau, Third District, and vice versa.
3. Employees assigned to the Prisoner Processing Section may serve as replacements for employees assigned to the First District, and vice versa.

vote if necessary.

Decisions of the committee shall be by consensus. Consensus shall be reached when ten committee members agree. The committee shall make no decisions that require employees to pay additional out-of-pocket costs unless they are ratified by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket monthly expense or provide some other type of benefit without ratification by the bargaining units. No decision made by the committee or failure to make a decision shall be subject to any aspect of the various grievance procedures, complaint procedures, court action or any other type of dispute resolution mechanism.

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

All parties involved with the HRA shall abide by all laws governing the release of employee medical records.

The parties further agree that this Memorandum of Understanding and its terms and conditions shall not be applicable to negative compensatory time off overtime balances reflected on the Police Department Personnel Status Report, such negative comp time balances shall be governed by the provisions of a Memorandum of Understanding between the parties dated December 21, 1983; and

The parties further agree that this memorandum of Understanding shall become effective upon its execution; and

The parties further agree that this Memorandum of Understanding shall be made a part of the 1985/1986 City/MPSO labor contract as an appendix.

Representatives of the Milwaukee Police Supervisors' Organization	Representatives of the City of Milwaukee Negotiating Team
John M. Tries	James W. Geissner

See file for original signatures.

APPENDIX G

WELLNESS AND PREVENTION PROGRAM AND WELLNESS AND PREVENTION COMMITTEE

A Wellness and Prevention Program and a Wellness and Prevention Committee shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees and their family members. The Wellness and Prevention Program shall include an annual Health Risk Assessment (HRA) and may contain, but shall not be limited to, some or all of the following components: benefit communication, medical self-care, nurse line, consumer health education, injury prevention, advanced directives, preventive medical benefits, targeted at-risk intervention, high-risk intervention, disease management, condition management, wellness incentive or other components agreed upon by the City and the unions.

The City shall retain a consultant to assist in developing a plan for a comprehensive wellness and prevention program for the City and to assist in making program adjustments.

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The unions shall select the nine union representatives. The committee shall be structured to include two MPA members, two members of District Council 48, one member of Lo-215, one member of SEIU, one member of TEAM, one member jointly representing Lo-494 IBEW (Electrical Group) and Milwaukee Building and Construction Trades Council, and one member of the Association of Municipal Attorneys. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or