AGREEMENT
Between
CITY OF MILWAUKEE
And
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION

Effective January 1, 2013 Through December 31, 2014

MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
CITY OF MILWAUKEE
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AGREEMENT
Between
CITY OF MILWAUKEE
and
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

PREAMBLE

1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the MILWAUKEE POLICE SUPERVISORS' ORGANIZATION, hereinafter referred to as "MPSO," as the representative of certain supervisory employees of the City of Milwaukee in the Police Department.
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority that is delegated to the City Common Council relating to: The Chief of Police and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes); The Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes); and any other statutes and laws applicable to the City. The Fire and Police Commission and the Chief of Police will abide by the terms of this Agreement.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is

now expressly provided for respectively either by: state statute and charter ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2013, and ending at 12:01 a.m. on January 1, 2015. This Agreement will terminate on January 1, 2015, unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2014 the MPSO shall give the City written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours, or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the WAIVER OF FURTHER BARGAINING Article of this Agreement.

ARTICLE 2

RECOGNITION

1. The MPSO is recognized as the exclusive bargaining agent for employees in active service and in the following classifications:

    Police Sergeant
    Administrative Lieutenant of Police (Health and Safety)
    Administrative Lieutenant of Police
    Lieutenant of Police
    Lieutenant of Detectives
    Captain of Police
    Deputy Inspector of Police
    Police Identification Supervisor
    Communications Systems Manager

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

2. The MPSO recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.

3. In the event a consolidation occurs in any City department, between City departments, or units thereof whose employees in part or in whole are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit; then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative as determined by the WERC pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.

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

5. It is understood that the bargaining unit set forth above is subject to determination by the WERC under the Wisconsin Statutes.

ARTICLE 3

ORDINANCE AND RESOLUTION REFERENCES

This Agreement contains benefits and the terms and conditions under which they are provided employees. The City may establish ordinances, resolutions and procedures to implement and administer these benefits. These ordinances, resolutions and procedures, as well as any other City ordinances or resolutions providing benefits to employees, shall not be deemed a part of this Agreement, nor shall they add to, modify, diminish or otherwise vary any of the benefits or obligations provided in this Agreement, unless the parties shall mutually consent in writing thereto. Other City ordinances and/or resolutions, or parts thereof, in effect on the execution date of this Agreement, as well as those adopted thereafter, that do not conflict with the specific provisions of this Agreement shall remain in force and effect.

ARTICLE 4

SUBORDINATE TO LEGISLATIVE AUTHORITY

1. In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Chief of Police and Fire and Police Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the Chief of Police and the Fire and Police Commission as they are provided for in Section 62.50 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes); then this Agreement shall be subordinate to such authority.
2. Nothing herein shall affect the rights of either party to challenge any state law or City ordinance that affects any part of this Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

1. Except as specifically provided otherwise by this Agreement, any and all rights

concerning the management and direction of the Police Department and the Police force shall be exclusively the right of the City and the Chief of Police.

2. Specifically, and without limitation by enumeration, the City shall have the following unrestricted rights:

   a. The MPSO recognizes the right of the City, the Board of Fire and Police Commissioners and the Chief of Police to operate and manage their affairs in all respects. The MPSO recognizes the exclusive right of the Board of Fire and Police Commissioners and/or the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Agreement, provided that such rules and procedures do not violate any of the specific provisions of this Agreement.

   b. The City has the exclusive right and authority to schedule and/or assign overtime work. The City shall have the sole right to authorize trade-offs of work assignments.

   c. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

   d. The City reserves the right to discipline or discharge for cause. The City reserves the right to lay off employees.

   e. The City shall determine work schedules and establish methods and processes by which such work is performed.

   f. The City shall have the right to assign and/or transfer employees within the Police Department.

   g. Except as otherwise specifically provided in this Agreement, the City, the Fire and Police Commission and the Chief of Police shall retain all rights and authority to which by law they are entitled.

   h. The City shall have exclusive authority to transfer any or all of the operations of

the Milwaukee Police Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the MPSO.

i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments.

j. The City shall have the authority, without prior negotiations, to consolidate operations within the Department or to reorganize within the Department.

k. The right of contracting or subcontracting is vested in the City.

ARTICLE 6

PROHIBITION OF STRIKES AND LOCKOUTS

1. The MPSO pledges itself to make every effort to maintain unimpaired the police service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department. Engaging in any of this Activity shall be prohibited during the term of this Agreement and employees violating this prohibition shall be subject to such penalties the City deems appropriate.
2. During the term of this Agreement or any extension thereof, whenever the City Labor Negotiator determines that the MPSO or any of its members are violating the obligations set forth in subsection l of this Article, above, the City Labor Negotiator shall notify the MPSO that a prohibited action is in progress.
3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, in accordance with subsection 2 of this Article, above, the MPSO shall in an expeditious manner, but no later than within twelve (12) hours of such notification, disavow the prohibited activity, order its member or members to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity. If the MPSO does not disavow the prohibited activity, the City will not make any payments to the MPSO that are required under the AGENCY SHOP provision of this Agreement for the

biweekly pay period in which the prohibited activity occurs.

4. If the MPSO disavows the prohibited activity, the City shall not hold the MPSO financially responsible and the MPSO shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants.

5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).

6. There shall be no lockout by the City during the term of this Agreement.

ARTICLE 7

CONTRACT ENFORCEMENT PROCEDURE

1. ELIGIBILITY

   Employees in active service shall be covered by the Contract Enforcement Procedure hereinafter provided so long as they remain in active service and covered by this Agreement.

2. GRIEVANCES

   a. The provisions of this subsection shall only cover employees in the following position classifications and only for so long as they remain within such position classifications:

      Captain of Police
      Deputy Inspector of Police

      Only differences involving the interpretation, application or enforcement of the economic provisions of this Agreement shall constitute a grievance hereunder; provided, however, that the following matters are specifically excluded from this Contract Enforcement Procedure as it is applicable to the employee classifications enumerated above:

      (1) Any matter of Departmental discipline.

      (2) Application, interpretation and enforcement of Departmental rules and

regulations.

b. The provisions of this subsection shall only cover employees in the following position classifications and only for so long as they remain within such position classifications:

Lieutenant of Detectives
Lieutenant of Police
Administrative Lieutenant of Police (Health and Safety)
Administrative Lieutenant of Police
Police Sergeant
Police Identification Supervisor
Communications Systems Manager

Only differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Chief of Police affecting wages, hours, or conditions of employment shall constitute a grievance under the provisions set forth herein. Matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are not subject to appeal to the Board of Fire and Police Commissioners, shall constitute a grievance under the aforementioned provisions and matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are subject to appeal to the Board of Fire and Police Commissioners shall not constitute a grievance under the aforementioned provisions. Grievances over discipline shall be initiated at step 2 of the Contract Enforcement Procedure and be reviewed by the Chief of Police.

c. The provisions of this subsection shall cover all employee classifications:

(1) Except as provided in (2), below, each employee grievance filed hereunder shall be filed separately; there shall be no group grievances.

(2) In the event the Chief or Department takes a particular action which, in the Union's view, results in a violation of the agreement and such action adversely affects a number of members under circumstances that are essentially identical, the MPSO grievance committee may file a group

grievance on their behalf at the second step, within 20 calendar days of the occurrence of the incident leading to such grievance. The group grievance shall identify by name, all members alleged to have been adversely affected by such action. If the MPSO grievance committee is unable to identify all members of the group, by name, within the time limit allowed for the filing of grievances, it shall specify those facts which cause the adversely affected members to be identically situated in its view. Before responding to the grievance, the Department shall provide the Union with information or access to information reasonably necessary for the Union to identify the members covered by the group grievance. The Union must identify all members covered by the group grievance before appealing it to arbitration. Alleged violations occurring after the occurrence of the incident giving rise to the group grievance shall not be considered to be covered by the group grievance, even if the facts are alleged to be essentially identical. In such a case, separate grievances or group grievances must be timely filed in order to be considered. Nothing herein is intended to preclude the parties from agreeing to consolidate grievances and group grievances for purposes of arbitration.

(3) In addition to the limitations provided for in subsection 2.a. and 2.b., the following matters are specifically excluded from this Contract Enforcement Procedure:

(a) Interpretation and enforcement of Departmental rules and regulations;

(b) Any matter reserved to the Chief of Police or Board of Fire and Police Commissioners by State Statute or Charter Ordinances;

(c) Any matter appealable to the Board of Fire and Police Commissioners;

(d) Any matter involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents;

(e) Obligations of the City under Chapter 65, Wis. Stats;

(f) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including pension benefits provided by such systems and their administration.

d. Steps 1. and 2. of this Contract Enforcement Procedure shall be inapplicable to grievances involving health and life insurance benefits. A grievance concerning health insurance or life insurance benefits, other than a matter involving claims, shall be submitted directly to the City Labor Negotiator for review within twenty (20) calendar days of the occurrence of the incident leading to such grievance. Within twenty (20) calendar days following receipt of such grievance by the City Labor Negotiator, representatives of the MPSO shall meet with the City Labor Negotiator, or his/her designee, at a mutually convenient time and place in an attempt to resolve the grievance. Following such meeting, the City Labor Negotiator shall answer the grievance in writing setting forth the reasons for his/her decision and submit same to the MPSO grievance representative within twenty-five (25) calendar days of such meeting. If the grievance is not settled, the MPSO may proceed to final and binding arbitration as hereinafter provided.

e. The Articles of this Agreement entitled: MANAGEMENT RIGHTS and SUBORDINATE TO LEGISLATIVE AUTHORITY, are intended to recognize the rights of the City, the Chief of Police and Fire and Police Commission and their responsibilities to the public. These Articles do not grant to the MPSO or its members any rights that may provide the basis for a grievance under the provisions of the CONTRACT ENFORCEMENT PROCEDURE.

3. GRIEVANCE FORMS

All grievances and grievance appeals shall be submitted on a form provided by the City and shall set forth the specific provisions of this Agreement under which the grievance was filed. On this form, the MPSO shall also provide the grievant's name, payroll number, District/Bureau/Shift assignment and the date, time, location and description of the incident(s) which gave rise to the grievance.

4. GRIEVANCE TIME LIMITS

All appeals of duly filed grievances not submitted by the MPSO or employee (hereinafter referred to as "member"), within the time limit specified, shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to provisions of this CONTRACT ENFORCEMENT PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this CONTRACT ENFORCEMENT PROCEDURE.

5. STEPS IN THE CONTRACT ENFORCEMENT PROCEDURE

Step 1.

The grievant shall reduce his/her grievance to writing on a provided form and present it to the MPSO Grievance Representative or his/her designee. The MPSO Grievance Representative or his/her designee shall meet with the grievant and if the grievant so desires and the MPSO Grievance Representative or his/her designee so determines, the MPSO Grievance Representative or his/her designee shall, within twenty (20) consecutive calendar days of the occurrence of the incident leading to the grievance, submit the written grievance to the Personnel/Administration Bureau, and therein a request shall be made for a meeting with a panel of not more than three persons designated by the Chief. If the grievance is submitted within the prescribed time, the panel, the grievant and the MPSO Representative shall meet at a mutually agreeable time. The grievant shall be entitled to be present and shall have the right to be represented by the MPSO representative and the parties shall discuss the grievance in good faith and attempt to resolve the matter. Within forty-five (45) days after the meeting, the panel shall advise in writing the grievant and the

MPSO Representative of the panel's determination with respect to the grievance, setting forth the reasons for the panel's decision.

Step 2.

If the grievance is not resolved in Step 1., above, the MPSO Grievance Representative or his/her designee may, within fifteen (15) days of receipt of the answer from the Chief's panel, appeal the grievance to the Chief. Failure to appeal said answer within this prescribed period of time shall constitute a settlement of the grievance. Such appeal shall be in writing and therein a request should be made for a meeting between the Chief of Police, the grievant and the MPSO Grievance Representative or his/her designee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the answer and decision in regard thereto in good faith in an attempt to resolve the grievance. Within forty-five (45) days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the Chief shall, in writing, advise the MPSO Grievance Representative and the grievant as to the Chief's decision with respect to the grievance. If an MPSO grievance is not settled at the second step, the MPSO may proceed to final and binding arbitration as hereinafter provided.

6. GRIEVANCE ARBITRATION

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

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

c. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Chief of Police, the Chief of Police or his representative shall be permitted to participate in the proceeding and to state the Chief of Police's position on the dispute.

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

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

f. In reviewing any difference over application of a Departmental rule or regulation under this Contract Enforcement Procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Chief of Police under Section 62.50, Wis. Stats. The arbitrator shall not impair the ability of the Chief of Police to operate the Department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, 1977, nor shall he/she impair the authority of the Chief of Police to maintain, establish and modify rules and regulations for the operation of the Police Department. In addition, the arbitrator shall not prohibit the Chief of Police from executing Departmental rules and regulations in a fair and equitable manner.

g. All expenses which may be involved in the arbitration proceedings shall be borne

by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

h. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.

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

j. The arbitrator shall submit in writing his/her award to the parties.

7. GRIEVANCE/ARBITRATION PROCESSING TIME

Time spent by employees processing grievances under this CONTRACT ENFORCEMENT PROCEDURE shall be without pay.

ARTICLE 8

DEFINITIONS

1. "Active Service"

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

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while employed as a member of the Police Department prior to the execution date of this Agreement.

3. "Employees Covered By This Agreement"

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

Police Sergeant
Administrative Lieutenant of Police (Health and Safety)
Administrative Lieutenant of Police
Lieutenant of Police
Lieutenant of Detectives
Captain of Police
Deputy Inspector of Police
Police Identification Supervisor
Communications Systems Manager

4. "Employees," as used herein shall mean employees covered by this Agreement as hereinbefore defined.

5. "City" as used herein, shall include any person, agent or instrumentality acting on behalf of the City in respect to the Milwaukee Police Department, or this Agreement, pursuant to law, within the scope of its authority, express or implied.

ARTICLE 9

BASE SALARY

Effective Pay Period 14, 2013, a 2.5% across-the-board increase for all employees.

Effective Pay Period 14, 2014, a 2.5% across-the-board increase for all employees.

1. Commencing Pay Period 1, 2013 (December 23, 2012), the biweekly base salary paid to employees shall be as follows (Same rates as were in effect PP 14 2012):

a. Police Sergeant[1/]

		Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	$2,460.76	2,476.83	2,496.93	2,504.97

Step 2.	2,553.47	2,569.55	2,589.65	2,597.69
Step 3.	2,649.97	2,666.03	2,686.13	2,694.17
Step 4.	2,750.27	2,766.34	2,786.44	2,794.48
Step 5.	2,854.56	2,870.64	2,890.74	2,898.78
Step 6.	2,963.10	2,979.18	2,999.28	3,007.32

b. Police Identification Supervisor

Step 1.	$2,655.77	2,671.58	2,691.34	2,699.24
Step 2.	2,758.30	2,774.11	2,793.86	2,801.76
Step 3.	2,865.01	2,880.81	2,900.57	2,908.47
Step 4.	2,975.89	2,991.70	3,011.46	3,019.36
Step 5.	3,091.27	3,107.07	3,126.83	3,134.74
Step 6.	3,211.08	3,226.89	3,246.65	3,254.54

c. Lieutenant of Detectives[1/]
Lieutenant of Police[1/]
Administrative Lieutenant of Police[1/]
Administrative Lieutenant of Police (Health & Safety)[1/]

Step 1.	$2,758.30	2,774.11	2,793.86	2,801.76
Step 2.	2,865.01	2,880.81	2,900.57	2,908.47
Step 3.	2,975.89	2,991.70	3,011.46	3,019.36
Step 4.	3,091.27	3,107.07	3,126.83	3,134.74
Step 5.	3,211.08	3,226.89	3,246.65	3,254.54
Step 6.	3,335.86	3,351.66	3,371.42	3,379.33

d. Captain of Police[1/]
Communications Systems Manager

Step 1.	$3,091.27	3,107.07	3,126.83	3,134.74
Step 2.	3,211.08	3,226.89	3,246.65	3,254.54
Step 3.	3,335.86	3,351.66	3,371.42	3,379.33
Step 4.	3,465.57	3,481.38	3,501.13	3,509.03
Step 5.	3,600.55	3,616.36	3,636.11	3,644.01
Step 6.	3,740.84	3,756.64	3,776.40	3,784.31

e. Deputy Inspector of Police[1/]

Step 1.	$3,465.57	3,481.38	3,501.13	3,509.03
Step 2.	3,600.55	3,616.36	3,636.11	3,644.01
Step 3.	3,740.84	3,756.64	3,776.40	3,784.31
Step 4.	3,886.80	3,902.60	3,922.37	3,930.26
Step 5.	4,038.58	4,054.38	4,074.14	4,082.05
Step 6.	4,196.42	4,212.22	4,231.98	4,239.88

[1/] Recruitment to be at fourth step.

2. Commencing Pay Period 14, 2013 (June 23, 2013), the biweekly base salary paid to employees shall be as follows:

a. Police Sergeant[1/]

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1. $2,552.28	2,538.75	2,559.35	2,567.59

Step 2.	2,617.31	2,633.79	2,654.39	2,662.63
Step 3.	2,716.22	2,732.68	2,753.28	2,761.52
Step 4.	2,819.03	2,835.50	2,856.10	2,864.34
Step 5.	2,925.92	2,942.41	2,963.01	2,917.25
Step 6.	3,037.18	3,053.66	3,074.26	3,082.50

b. Police Identification Supervisor

Step 1.	$2,722.16	2,738.37	2,758.62	2,766.72
Step 2.	2,827.26	2,843.46	2,863.71	2,871.80
Step 3.	2,936.64	2,952.83	2,973.08	2,981.18
Step 4.	3,050.29	3,066.49	3,086.75	3,094.84
Step 5.	3,168.55	3,184.75	3,205.00	3,213.11
Step 6.	3,291.36	3,307.56	3,327.82	3,335.90

c. Lieutenant of Detectives[1/]
Lieutenant of Police[1/]
Administrative Lieutenant of Police[1/]
Administrative Lieutenant of Police (Health & Safety)[1/]

Step 1.	$2,827.26	2,843.46	2,863.71	2,871.80
Step 2.	2,936.64	2,952.83	2,973.08	2,981.18
Step 3.	3,050.29	3,066.49	3,086.75	3,094.84
Step 4.	3,168.55	3,184.75	3,205.00	3,213.11
Step 5.	3,291.36	3,307.56	3,327.82	3,335.90
Step 6.	3,419.26	3,435.45	3,455.71	3,463.81

d. Captain of Police[1/]
Communications Systems Manager

Step 1.	$3,168.55	3,184.75	3,205.00	3,213.11
Step 2.	3,291.36	3,307.56	3,327.82	3,335.90
Step 3.	3,419.26	3,435.45	3,455.71	3,463.81
Step 4.	3,552.21	3,568.41	3,588.66	3,596.76
Step 5.	3,690.56	3,706.77	3,727.01	3,735.11
Step 6.	3,834.36	3,850.56	3,870.81	3,878.92

e. Deputy Inspector of Police[1/]

Step 1.	$3,552.21	3,568.41	3,588.66	3,596.76
Step 2.	3,690.56	3,706.77	3,727.01	3,735.11
Step 3.	3,834.36	3,850.56	3,870.81	3,878.92
Step 4.	3,983.97	4,000.17	4,020.43	4,028.52
Step 5.	4,139.54	4,155.74	4,175.99	4,184.10
Step 6.	4,301.33	4,317.53	4,337.78	4,345.88

[1/] Recruitment to be at fourth step.

3. Commencing Pay Period 14, 2014 (June 22, 2014), the biweekly base salary paid to employees shall be as follows:

a. Police Sergeant[1/]

		Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	$2,585.34	2,602.22	2,623.33	2,631.78

Step 2.	2,682.74	2,699.63	2,720.75	2,729.20
Step 3.	2,784.13	2,801.00	2,822.11	2,830.56
Step 4.	2,889.51	2,906.39	2,927.50	2,935.95
Step 5.	2,999.07	3,015.97	3,037.09	3,045.53
Step 6.	3,113.11	3,130.00	3,151.12	3,159.56

b. Police Identification Supervisor

Step 1.	$2,790.21	2,806.83	2,827.59	2,835.89
Step 2.	2,897.94	2,914.55	2,935.30	2,943.60
Step 3.	3,010.06	3,026.65	3,047.41	3,055.71
Step 4.	3,126.55	3,143.15	3,163.92	3,172.21
Step 5.	3,247.76	3,264.37	3,285.13	3,293.44
Step 6.	3,373.64	3,390.25	3,411.02	3,419.30

c. Lieutenant of Detectives[1/]
Lieutenant of Police[1/]
Administrative Lieutenant of Police[1/]
Administrative Lieutenant of Police (Health & Safety)[1/]

Step 1.	$2,897.94	2,914.55	2,935.30	2,943.60
Step 2.	3,010.06	3,026.65	3,047.41	3,055.71
Step 3.	3,126.55	3,143.15	3,163.92	3,172.21
Step 4.	3,247.76	3,264.37	3,285.13	3,293.44
Step 5.	3,373.64	3,390.25	3,411.02	3,419.30
Step 6.	3,504.74	3,521.34	3,542.10	3,550.41

d. Captain of Police[1/]
Communications Systems Manager

Step 1.	$3,247.76	3,264.37	3,285.13	3,293.44
Step 2.	3,373.64	3,390.25	3,411.02	3,419.30
Step 3.	3,504.74	3,521.34	3,542.10	3,550.41
Step 4.	3,641.02	3,657.62	3,678.38	3,686.68
Step 5.	3,782.82	3,799.44	3,820.19	3,828.49
Step 6.	3,930.22	3,946.82	3,967.58	3,975.89

e. Deputy Inspector of Police[1/]

Step 1.	$3,641.02	3,657.62	3,678.38	3,686.68
Step 2.	3,782.82	3,799.44	3,820.19	3,828.49
Step 3.	3,930.22	3,946.82	3,967.58	3,975.89
Step 4.	4,083.57	4,100.17	4,120.94	4,129.23
Step 5.	4,243.03	4,259.63	4,280.39	4,288.70
Step 6.	4,408.86	4,425.47	4,446.22	4,454.53

[1/] Recruitment to be at fourth step.

4. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the

term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays at least $10 biweekly more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification if such previously occupied pay step does not exceed the maximum pay step of the new classification; if it does exceed the maximum pay step, such employee shall be paid at the maximum pay step of the new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.

5. Employees completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of their classification.

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

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

8. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents.

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

10. All employees shall participate in direct deposit of paychecks.

ARTICLE 10

SPECIAL DUTY PAY

1. An employee in Pay Range 831 or in Pay Range 836 shall receive an amount equal to one (1) percent of his/her base salary in lieu of any other compensation for time spent underfilling authorized positions at the direction of the employee's commanding officer. This additional amount shall be termed "Special Duty Pay."

2. Special Duty payments made under the provisions of this Article shall be construed as part of the employee's base pay solely for the purpose of computing pension benefits or payments. Special Duty Pay shall not be included in the determination of any other benefits or compensation provided by the City.

ARTICLE 10A

INTERPRETER/TRANSLATOR PAY

1. The Chief of Police retains the right to direct employees to perform interpreter/translator duties consistent with employees' capabilities for such duties and the needs of the Police Service.

2. An employee in active service and in a classification covered by this Agreement performing authorized interpreter/translator duties as a result of:

a. Direction from the employee's commanding officer; or

b. The employee's response to a request for an interpreter/translator broadcast over the MPD radio network (in the event more than one employee responds to such a request, only those employees actually needed to perform interpreter/translator duties shall be entitled to receive the Interpreter/Translator Pay)

shall be entitled to receive premium pay equal to $1.00 per hour in addition to his/her base salary for each actual hour or nearest 0.1 of an hour spent performing such interpreter/translator duties. Such premium pay shall be termed "Interpreter/Translator Pay." Interpreter/Translator Pay shall always be compensated at a flat rate of $1.00 per hour irrespective of whether the employee is in premium pay status. An employee who is authorized to perform interpreter/translator duties shall receive $1.00 per hour for each actual hour or nearest .1 of an hour spent performing such interpreter/translator duties, with a minimum of $1.00 for each separate occasion he or she is so authorized, up to a maximum of 60 such minimum payments in a calendar quarter. Interpreter/Translator Pay shall be subject to the terms and conditions provided in paragraphs 3. thru 7., inclusive, below.

3. Interpreter/translator duties eligible for compensation hereunder shall be limited to authorized duties performed by the employee involving interpretation and/or translation of a language other than English at a level of competence deemed acceptable to the Department. Such "other languages" comprise those non-English languages recognized by the Department. Languages currently recognized by the Department are:

a. American Sign
b. Chinese (Cantonese, Mandarin, Taisan)
c. Chomorro
d. Filipino (Tagalog)
e. French
f. German
g. Greek
h. Italian
i. Japanese
j. Kurdish
k. Polish
l. Russian
m. Serbo-Croat

n. Spanish
o. Ukranian

An employee possessing interpreter/translator ability in a non-English language that is not listed above may at any time file a written request with the Department to add that language to the list.

4. Interpreter/Translator Pay payments to employees entitled to receive them shall be made quarterly during the calendar year on such dates as the Department shall prescribe.

5. Interpreter/Translator Pay shall only be granted when an employee is actually performing interpreter/translator duties and shall not be granted when such an employee is directed to perform other duties.

6. 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.

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.

ARTICLE 11

HOURS OF WORK

1. The normal hours of work for employees covered by this Agreement shall consist of work shifts of eight (8) consecutive hours which in the aggregate results in an average work week of forty (40) hours.

2. The regularly scheduled 8-hour shift shall be established by the Chief of Police in accordance with the requirements set forth above.

ARTICLE 12

OVERTIME

1. Eligibility:

Employees in active service and in the following position classifications shall be eligible

to receive the overtime benefits hereinafter provided so long as they remain in active service and within such classifications:

Lieutenant of Detectives
Lieutenant of Police
Administrative Lieutenant of Police (Health and Safety)
Administrative Lieutenant of Police
Police Sergeant
Police Identification Supervisor
Communications Maintenance Manager

Employees covered by this Agreement and not in any of the position classifications listed above shall not be entitled to receive overtime benefits regardless of hours worked outside their regularly scheduled work shifts.

2. Definition:

Overtime shall be all authorized assignments outside the regularly scheduled eight-hour shift as hereinbefore defined under the HOURS OF WORK provision of this Agreement. Notwithstanding the fact that trade off of work assignments or other rescheduling of work assignments authorized by the department at the request of the employee results in work assignments outside of the regularly scheduled eight-hour shift, such time shall not be considered overtime.

3. Overtime Compensation Rates:

a. Overtime earned as a result of training time or roll-call time shall be compensated for at base salary rates (1X).

b. Effective at the beginning of the pay period following execution of the Agreement, overtime earned as a result of court time shall be compensated as follows:

(1) Each court appearance less than or equal to two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates (1½X); however, a minimum of two and one-half hours' pay at one and one-half base salary rates (1½X) shall be granted employees covered by this Agreement when said employees are officially required to appear in court on their own time, provided said employees are excused before completing

the two and one-half hour (2½) minimum.

(2) Each court appearance greater than two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates (1½X) for the entire time of such appearance.

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

(4) Parking During Court Overtime Appearance

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

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

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

i. Court Overtime

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

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

ii. Authorized Departmental Business at Police Administration Building

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

(c) In order to receive City-paid parking benefits, the employee shall, immediately following the conclusion of a court appearance, present the court overtime time card for that appearance and the designated parking facility receipt covering the time period of the appearance to a supervisory police officer designated by the Police Department Administration. The overtime card shall indicate the duration of the court appearance. Based on the overtime card, the designated supervisory officer shall authorize the payment of the parking fee to cover the time period of the court appearance and a reasonable amount of time for the employee to get to and from his/her vehicle and the court. The time allowed to get to and from the employee's parked vehicle and the court shall be the same as is provided in Departmental Order #8947, adopted November 27, 1984. This Order provides that each instance of City-paid parking shall be limited to the duration of the employees' court overtime appearance and include actual time up to 30 minutes prior to the start of the

court overtime and no more than 30 minutes after the conclusion of the court overtime. City-paid parking benefits associated with an employee's appearance at the Police Department Administration Building during off-duty hours on authorized Departmental business pursuant to order of a commanding officer shall be administered in accordance with procedures established for that purpose by the Police Department Administration.

(d) The City, its officers, agents and employees shall be held harmless against any and all claims, costs (including attorney's fees and costs, if any), losses and expenses, suits, actions, damages 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 theft or damage to private employee vehicles and their contents or to real property or damage to any other vehicle or injury to any person, when employees are receiving any of the benefits provided herein.

c. Overtime earned as a result of an authorized eight-hour shift assignment which falls outside the regularly scheduled eight-hour shift in whole or in part and which because of the nature of the work performed does not fall within 3.a. or 3.b., above, shall be compensated at one and one-half (1½X) the base salary rate, except that if an employee's regularly scheduled eight hour shift, as established by the hours of work provision of this Agreement, is changed, then all time worked on the new regularly scheduled eight-hour shift shall be compensated at 1X the base salary rate.

d. Overtime earned as a result of an authorized assignment outside of the regularly scheduled shift which does not fall within 3.a., 3.b., or 3.c., above, shall be compensated at one and one-half (1½X) the base salary rate.

4. Overtime Payments

a. Definitions

(1) Compensatory Time Off Balance (CTB)

The term "compensatory time off balance (CTB)," as used in subsection 4 of this Article, shall mean the unused amount of overtime the employee has earned that was compensated in time off instead of cash.

(2) Overtime Earned

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

b. Payment

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

(1) If an employee's compensatory time off balance (CTB), recorded on the most current Police Department Personnel Status Report is less than 225 hours the employee may elect to be compensated in time off instead of cash for each instance of overtime work performed after issuance of the most current Status Report until issuance of the next Status Report which indicates the employee's CTB is equal to or greater than 225 hours.

(2) An employee may use compensatory time off on dates he/she has requested provided the employee gives his/her commanding officer reasonable

[1] *Less than two and one-half hours of Court Overtime worked shall equal two and one-half hours of overtime earned at 1.5X base salary.

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 the employee's commanding officer with respect to the availability of the dates the employee has requested shall be subject to all of the provisions of subsections 4.b.(3) and (4).

(3) The parties recognize and shall implement the U.S. Department of Labor's position that prior to denying a request to use accrued compensatory time, and even when granting the request would bring operations below prescribed staffing levels, an employer must first attempt operational alternatives to fill its prescribed staffing levels by using replacement officers at premium overtime rates when required by the FLSA. Accordingly, effective at the beginning of the pay period following execution of the 2001-2003 Agreement, the City, working with and through the Milwaukee Police Supervisors' Organization, has established a system which guarantees that no one below the rank of Captain is denied compensatory time off when prescribed staffing levels can be met through a replacement (paid at FLSA premium rates where they apply). If an eligible member of the MPSO (hereinafter, denominated as a "supervisor") is denied a request to use compensatory time on the regularly scheduled shift that the supervisor has requested, whether on the basis of prescribed staffing levels or for any other reason(s), the provisions enumerated as subsections (a) through (k) at the end of this paragraph will be utilized in order to obtain, when at all possible, a suitable replacement for the supervisor, excepting under the following circumstances in which the below-described duties fall within the supervisor's regularly scheduled

shift:

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

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

(cc) in those circumstances where the supervisor (excluding those assigned to the Patrol Bureau and excepting those supervisors assigned to the Patrol Support Division,) possesses unique technical skills which are required to be made available to the Police Department during a particular period of time. It is understood that a Lieutenant in a bureau may fill in for any other Lieutenant in the same Bureau with the exception of the Office of the Chief, the Municipal Security Section, the Patrol Support Division, the Intelligence Division, the Vice Control Division and Planning and Operations (all formerly assigned to the Special Operations Bureau). In the event that a supervisor is denied compensatory time off (or is initially granted compensatory time off and is subsequently denied) under this subsection (cc), s/he shall be compensated at the rate of 1-1/2x (or 2x if cancelled within 24 hours of the start of the compensatory time previously granted) for all hours of that shift for which compensatory time off had been

requested if the following conditions are satisfied prior to notification by the Department that s/he would be required to work during that time:

1. the supervisor made arrangements for a replacement; and
2. both the supervisor requesting compensatory time off and the replacement executed and filed with the Department the forms specified in Article 12 Section 4.b.(3)(k), of this paragraph, below.

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

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

(b) The replacement worker is within the same "box" as shown on the "Milwaukee Police Department Organizational Chart" attached hereto as page 1 of Appendix F (as may be in effect, modified or changed from time to time by the Department or the Fire and Police Commission) as the employee exercising his/her right to use compensatory time off, except as specifically provided on page 1 of Appendix F or unless the employee's commanding officer in his or her discretion approves a replacement

obtained by the employee from a different "box." In the event that the Department or the Fire and Police Commission modifies the organizational chart, the parties will immediately engage in collective bargaining to provide for reasonably comparable access to replacement workers.

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

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

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

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

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

(h) The regular shift replacement hours will be compensated in cash at straight-time (1X) rates (except for the four (4) contractual holidays specified at Article 28 paragraph 1 of this Agreement which will be paid at 1½X Base Salary). Time worked as a replacement under this subsection shall be counted as "hours worked" for FLSA purposes, so long as the requirements of the FLSA apply to the City.

(i) The replacement shall be subject to all of the obligations applicable to any employee who is regularly scheduled for duty.

(j) If the replacement reports sick on a day when he/she is scheduled to work as a replacement, he/she will be ineligible thereafter to work as a replacement for a period of 90 days. If the replacement reports injured off-duty on a day when he/she is scheduled to work as a replacement, the replacement will be ineligible thereafter to work as a replacement for a period of 90 days unless: (1) the off-duty injury occurred subsequent to the time at which the replacement agreed to serve in that capacity; and (2) the replacement provides medical substantiation of the off-duty injury

(k) A replacement will, at the time of his/her selection, execute on a form prescribed by the Chief of Police his/her agreement to serve as a replacement in accordance with the terms and conditions of this Agreement. The officer taking compensatory time off who arranged for the replacement will also execute this form.

(4) A supervisor, at his/her option and under preexisting practices, may also seek a "body-for-body" trade as allowable under 29 C.F.R. § 553.31 ("Substitution") in

order to use compensatory time off when desired. This shall not be a prerequisite to the procedure set forth in subsection 4.b.(2) and (3) for obtaining a replacement.

(5) Effective at the beginning of the first pay period following execution of the 2010-2012 Agreement, all overtime earned for work performed under grants shall be paid only in cash.

c. Subject to the terms and conditions provided for in subsection 4.b.(2) of this Article, above, an employee authorized to use earned compensatory time off must use it in units of either eight-hour days or hourly segments (i.e., no segment comprising a fraction of an hour) of from one (1) hour to seven (7) hours.

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

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

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

b. If one of the rates is time and one-half (1½X) and the other straight-time (1X), the employee is paid at a rate of time and one-half (1½X).

c. If both rates are straight-time (1X), the employee is paid at straight-time (1X) rate.

d. For purposes of construction and interpretation of this provision, a court appearance involving the three and three-quarter hour court overtime minimum payment shall be deemed a two and one-half hour period of time and one-half (1½X) overtime beginning with the start of such court appearance.

7. The hourly pay used in the computation of overtime shall be equal to one-eightieth (1/80) of the employee's current biweekly base salary as provided for in the BASE SALARY provision of this Agreement.

8. Overtime shall be compensated for each actual hour or nearest 0.1 of an hour of authorized overtime worked.

9. 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.

10. The terms and conditions agreed to between the parties in respect to Police Band overtime and negative comp time balances, which are set forth respectively in City/MPSO Memoranda of Understanding dated: September 16, 1983 (Police Band Overtime) and December 21, 1983 (Negative Comp Time Balances), shall be incorporated into the provisions of this Article, and be made a part of this Agreement as an appendix. The terms and conditions of the Memorandum of September 16, 1983, (Police Band Overtime) shall be amended to provide that the Compensatory Time Off Bank (CTB) time is the same as provided in subsection 4.b.(1) of this Article.

11. Miscellaneous Overtime Provisions

    a. Roll Call

    Existing roll-call time practices will be maintained for the term of this Agreement or any agreed-upon extension thereof. Effective August 11, 1985, and for so long as any member of the Police Force is covered by the Fair Labor Standards Act (FLSA) during the term of this Agreement, or any agreed-upon extension thereof, the 18-minute roll-call period shall be reduced to a 12-minute period with all overtime earned during such 12-minute period compensated at time and one-half (1½X) the base salary rate. If and when employees are no longer covered by the FLSA, the roll-call period shall be increased to an 18-minute period and overtime earned as a result of roll-call shall be compensated at base salary rates (1X).

    b. Compensatory Time Off

    If and when the City is required by law to pay employees cash for overtime work performed that could otherwise have been paid for in compensatory time off under

the provisions of this agreement, the City may modify overtime provisions to assure that overtime compensation (whether in cash, compensatory time or both) for all overtime work performed shall not exceed 1½X the employee's base rate of pay.

c. Honor Guard

Overtime compensation for employees of the Milwaukee Police Department Honor Guard when they participate in authorized Honor Guard activities are as follows:

(1) Honor Guard members are authorized to appear at only those Honor Guard activities to which they have been directed to attend by the Honor Guard Commander. An Honor Guard member not so directed by the Honor Guard Commander shall not be entitled to receive the compensation hereinafter provided.

(2) Except as provided in Subsection 3 below, overtime compensation for authorized MPD Honor Guard activities that occur outside of the member's regularly scheduled eight-hour shift shall be hour-for-hour compensatory overtime (straight-time, 1X) beginning at the time the member reports for an authorized Honor Guard appearance and ending at the time he or she is released from such appearance; such overtime compensation shall be computed to the nearest 0.1 of an hour of time worked.

(3) At his discretion, the Honor Guard Commander may change an Honor Guard member's regularly scheduled work shift on the date of an Honor Guard appearance by that member.

(4) The maximum compensation for each authorized Honor Guard appearance shall not exceed eight hours of straight-time (1X) compensatory time off; no compensation shall be granted for time spent eating or sleeping.

(5) The overtime compensation provided hereunder is limited to MPD Honor Guard activities authorized by the Chief of Police. All such compensation

shall be in lieu of any other overtime compensation provided to members of the Department; no employee shall be permitted to pyramid Honor Guard overtime with other overtime compensation.

(6) All compensatory overtime cards for Honor Guard activities shall be submitted to the Honor Guard commander for approval and transmittal to the Administration Division.

(7) The time off so earned shall not count towards the 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 this Agreement.

(8) An employee may use compensatory time off earned under this provision 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.

ARTICLE 12A

FIRE AND POLICE COMMISSION OVERTIME

1. Eligibility

Only those employees covered by the Overtime Article of this Agreement shall be entitled to receive Fire and Police Commission Overtime benefits provided for under this Article.

2. Definition

Fire and Police Commission Overtime shall be defined as time spent by an employee outside of his/her regularly scheduled eight-hour work shift, (as such eight-hour work shift is defined under the HOURS OF WORK Article of this Agreement) under subpoena at a

trial proceeding conducted by the Board of Fire and Police Commissioners (FPC) ; provided such FPC trial proceeding resulted from either a citizen complaint filed with the FPC, or an appeal from discipline administered by the Chief of Police, and provided further that the employee so subpoenaed was involved in the incident which gave rise to the complaint or the discipline. The extent of involvement occasioning an employee's appearance at a FPC trial proceeding where such appearance was solely for the dispositional phase of that proceeding shall, in addition to covering involvement in the incident which gave rise to the complaint or the discipline, cover any other involvement such employee had in the course of his/her employment in the Police Department with the defendant(s) in such complaint or discipline. The term, "FPC trial proceeding," as used herein, shall also include FPC conciliation proceedings.

3 Limitations

a. Fire and Police Commission Overtime shall not include overtime assignments made by the Chief of Police. Overtime assignments made by the Chief of Police shall be covered by the Overtime Article of this Agreement.

b. An employee shall not be entitled to any compensation for an FPC trial proceeding during the time period he/she is suspended from duty with pay.

c. An employee shall be required to turn over to the Police Department Administration all witness fees he/she received as a result of a FPC trial proceeding for which the employee received Fire and Police Commission Overtime pay, and make no subsequent claim for this money whatsoever.

4. Fire and Police Commission Overtime Rates

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

(1) Base salary rates (1X) for all time spent at such appearance when the appearance is less than or equal to two hours in durations; however, a

minimum of two hours' pay at base salary rates (1X) shall be granted an employee when he/she is subpoenaed to appear at such FPC trial proceeding on his/her own time, reports thereto, and is excused before completing the two-hour minimum.

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

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

5. Fire and Police Commission Overtime Payments

Fire and Police Commission Overtime earned under the provisions of this Article shall be compensated for in cash or compensatory time off in accordance with, and subject to, the provisions of subsection 3 set forth in the Overtime Article of this Agreement. Fire and Police Commission Overtime that is compensated for in compensatory time off shall count towards the employee's CTB and be recorded on the Police Department Personnel Status Reports. For purposes of interpretation and construction of the provisions of this subsection, each instance of Fire and Police Commission Overtime worked of less than two hours' duration at a FPC trial proceeding, that was not limited solely to the dispositional phase shall equal two hours of Fire and Police Commission Overtime earned and each instance of Fire and Police Commission Overtime worked at a FPC trial proceeding that was limited solely to the dispositional phase shall equal two hours of Fire and Police Commission Overtime earned.

6. Employees receiving compensation under the provisions of this Article for an appearance at a FPC trial proceeding shall be covered by the provisions of subsection 3.b.(4) set forth in the Overtime Article of this Agreement for that appearance.

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

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

9. Exception for compensation received under subsection 10 of this Article, 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.

10. An employee under subpoena to a FPC trial proceeding during the period which falls within his/her regularly scheduled eight-hour work shift shall be entitled to his/her regular base salary for that period; provided that such employee is not on paid leave, was actually scheduled to work or worked a portion of such shift. Eligibility for compensation under this subsection, and witness fee reimbursement requirements, shall be subject to the same terms and conditions applicable to Fire and Police Commission Overtime that are set forth in subsections 2 and 3 of this Article.

11. Administration

    a. The Executive Director of the FPC, or his/her designee, shall record the employee's appearance at a FPC trial proceeding, noting the time the employee was required to report to such proceeding and the time the employee was excused from such appearance. The Executive Director, or his/her designee, shall also note if the

employee was subpoenaed solely for the dispositional phase of the trial proceeding. This information shall be forwarded to the Police Department Administration. As a condition of eligibility for receipt of the compensation provided hereunder, an employee must submit his/her subpoena, or clear facsimile thereof, to the Executive Director (or his/her designee) at the time the employee reports to the trial proceedings.

b. Administration and control of the provisions of this Article shall be under the City which shall have the authority to establish such rules and procedures that it deems necessary to administer the benefits provided by this Article.

ARTICLE 12B

FLEX TIME

1. Eligibility.

Only an employee in a classification not covered by the Overtime Article of this Agreement who is exempt from Fair Labor Standards Act coverage (and exempt from any other legal provision(s) requiring overtime compensation) shall be eligible for the Flex Time benefits provided by this Article ("eligible employee").

2. Effective Date.

Except as provided in paragraph 4, below ("Prior Flex Time"), this Article shall only cover flex time hours worked by an eligible employee on or after October 10, 2004.

3. Definition.

Flex time shall be defined as time worked by an eligible employee, which has the prior approval of the Chief of Police (or the Chief's designee), that is in addition to, or outside of, the scheduled hours of work on such employee's work shift, subject to the following limitations:

a. *De Minimis* Standard. An employee at the rank of Captain of Police, or above, is a command officer and an executive within the Milwaukee Police Department

organization. This designation carries with it an understanding that the Base Salary compensation level for these ranks includes a recognition and an expectation that the employee will usually work more than 40 hours per week. Therefore, in consideration of this designation, for each instance of flex time claimed, the first thirty minutes in addition to the eligible employee's scheduled hours of work on such employee's work shift shall be designated "*de minimis*" and shall be without flex time compensation. This *de minimis* standard shall not apply to an additional instance of flex time claimed during the 24-hour calendar day in which the first instance of flex time claimed occurred.

b. Extended Meal Period Offset. Time spent at the meal period within the eligible employee's work shift that exceeds the meal period entitlement referenced in the Paid Lunch Article of this Agreement shall be offset against flex time work claimed.

c. Voluntary Work Shift Arrangements. Notwithstanding the fact that trade offs of work shift assignments or other rescheduling of work shift assignment hours authorized by the Chief of Police (or the Chief's designee) at the request of the eligible employee results in time worked in addition to the scheduled hours of work on the eligible employee's work shift, such additional time worked shall not be considered flex time.

4. "Prior Flex Time"

The Chief of Police (or the Chief's designee) shall have the authority to review and audit claims for flex time earned for work performed by an eligible employee prior to October 10, 2004. Prior flex time hours that have been approved by the Chief shall be governed by the Administration paragraph, below. The Chief shall have the right to deny approval of a claim for prior flex time hours whenever the Chief determines that such denial is appropriate. Disputes involving the Chief's determination in this regard shall be subject to the Contract Enforcement procedure Article of this Agreement. Decisions by the Chief

of Police regarding prior flex time claims shall be nonprecedential in respect to the Chief's decisions to deny or approve claims for flex time that are not prior flex time. An employee's prior flex time that has been approved by the Chief of Police shall be recorded in an account separate from the account for flex time earned on or after October 10, 2004.

5. Administration

a. Flex time shall be compensated at base salary rates (1x). The hourly pay used in the computation of flex time shall be equal to one-eightieth (1/80) of the eligible employee's current biweekly base salary as provided for in the Base Salary provision of this Agreement.

b. Flex time hours earned shall be computed to the nearest 0.1 hour worked.

c. The Chief of Police shall determine whether flex time hours earned (including "prior flex time hours") are to be compensated for in cash or in time off. The scheduling off of all flex time hours earned (including "prior flex time hours") that are determined by the Chief to be compensated for as time off shall be controlled by the Chief of Police.

d. The Chief of Police shall have the authority to, from time-to-time, reduce an employee's flex time time off balance (including "prior flex time hours") by cash payment to the employee or scheduling such hours off, or a combination of these two methods, as determined by the Chief. In effectuating such a reduction in an employee's flex time balance, the Chief shall determine whether the deduction shall be made from prior flex time hours, from flex time hours that are earned after the effective date, or from a combination of both accounts in amounts allocated by the Chief.

e. Flex Time Balance Limits.

Notwithstanding paragraphs 5c and 5d, above:

(1) Flex Time Hours Worked On Or After October 10, 2004.

An eligible employee's unused flex time earned on or after October 10, 2004, shall not exceed 120 hours, as recorded on the most current Milwaukee Police Department (MPD) administrative report on flex time balances. An eligible employee having an unused flex time balance of 120 hours, or more, of flex time earned on or after October 10, 2004, as recorded on the most current administrative report on flex time balances, shall not earn flex time, regardless of the hours such employee works, until such employee's flex time balance recorded on a subsequent MPD administrative report for flex time balances is less than 120 hours. In the event an eligible employee has accumulated 120 hours of flex time, as recorded on the most current Milwaukee Police Department (MPD) administrative report on flex time balances, the employee may request of the Chief of Police payment for a portion of those 120 hours. Any decision as to how and when payment shall be made, i.e. either in cash or time off, shall be within the sole discretion of the Chief of Police pursuant to paragraph 5.c., hereof. In the event the Chief of Police determines that neither payment in cash or in time off shall be made at the time of the employee's request, the Chief of Police shall permit the eligible employee to temporarily accumulate an additional 40 hours of flex time, i.e. for a temporary total of 160 hours of flex time. The temporary 160 hours of flex time accumulation shall exist for a period of no more than 120 days, at the end of which time the Chief of Police shall have reduced the employee's flex time balance below 120 hours.

6. All flex time shall be at the option of the Chief of Police.

7. Nothing herein shall be construed as a limitation on the Chief's unfettered management right to schedule and/or assign hours of work for employees covered by this Agreement, or, from time-to-time, to make changes in such employee's hours of work.

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

9. The Chief of Police shall have the exclusive authority to establish procedures to administer this Article.

ARTICLE 13

INFORMATION RECOMMENDED TO BE FURNISHED TO MPSO

1. The City will recommend to the Annuity and Pension Board of the Employees' Retirement System of Milwaukee, hereinafter referred to as Board, that it supply actuarial information to the MPSO or its actuary upon receiving a written request therefore for the purpose of costing out proposals by the MPSO for pension changes for collective bargaining conditioned upon the Board's actuary having such information available.

2. The City will recommend to the Board that the Board or the Board's actuary supply to the MPSO or any actuary acting on behalf of said MPSO, any and all information which said MPSO actuary requests for purposes of costing out proposals upon which the MPSO may wish to collectively bargain on with the City.

3. All costs or expenses involved in supplying information either under Subsections 1 or 2 above to the City or to the Board involved under Subsections 1 or 2 above shall be paid for by the MPSO in the manner required either by the City or the Board in connection with the supplying of such information except that the MPSO shall be furnished reports already developed and pertaining to subsections 1 or 2 at no cost to the MPSO.

4. Excluded from this Article shall be such matters of a private or confidential nature so determined by the Board as may be supplied to the Board by individual employees or retirees.

ARTICLE 14

RETENTION OF PENSION AND ANNUITY RIGHTS

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

ARTICLE 15

PENSION BENEFITS

Pension benefits for an employee covered by this Agreement who is a member of the Employees' Retirement System of Milwaukee (ERS) shall be the benefits defined in Chapter 36 of the Milwaukee City Charter that are applicable to a "policeman." Pension benefits for an employee covered by this Agreement who is a member of the Policemen's Annuity & Benefit Fund of Milwaukee (PA & BF) shall be the benefits defined in Chapter 35 of the Milwaukee City Charter. Except as provided below, these pension benefits shall continue unchanged during the term of this Agreement.

1. Chapter 36 of the Milwaukee City Charter regarding pension benefits for employees covered by this Agreement who are members of the Employees' Retirement System of Milwaukee (ERS) may be amended to the extent necessary for such plan to remain qualified under Section 401(a) and 501(c) of the Internal Revenue Code of 1986 as amended.
2. The City agrees that it will never seek to increase the age/service requirements applicable to employees in active service and covered by the 2010-2012 City/MPSO Agreement on its effective date that are provided for under section 36.05(1)(f) of the ERS Act.
3. Employees who are entitled to service credit as a "policeman" under either the Employee's Retirement System of Milwaukee or Policemen's Annuity and Benefit Fund of Milwaukee pension plans, shall receive such service credit at the rate of 2.5% per annum of Final Average Salary for all such years or parts thereof.
4. Subject to the conditions contained therein, the parties agree to abide by the pension provisions of the October 29, 1999 Final Global Settlement Agreement for Active Police

Officers, as amended by Charter Ordinance.

If any portion of the Global Pension Settlement Agreement or implementing Charter Ordinance is held invalid, or if compliance with it is restrained by operation of law or by any court of competent jurisdiction, the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion of the Global Pension Settlement Agreement or Charter Ordinance. This paragraph shall in no way affect or restrict other benefits unrelated to pension benefits in the Global Settlement Agreement.

5. Creditable service for active military service, as provided in 36-04-c, shall be extended to members of the MPSO who participate in the combined fund and who retire on a service retirement on and after January 1, 2003.
6. Effective for employees hired by the City after June 28, 2005, when a retirement application is filed by an employee covered by this Agreement who seeks a Duty Disability Retirement Allowance based upon a mental injury, the application shall be referred to the Medical Council established under s. 36-15-12 of the Milwaukee City Charter, in lieu of the Medical Panel, which Medical Council shall determine and certify whether the applicant is permanently and totally incapacitated for duty as a result of such mental injury in accordance with the requirements of Chapter 36 of the Milwaukee City Charter. In any reexamination authorized by Chapter 36 of the Milwaukee City Charter of such retired beneficiary, the beneficiary shall be referred to the Medical Council, in lieu of the Medical Panel, for reexamination and such Medical Council shall make the determination and certification required under the provisions of Chapter 36 of the Milwaukee City Charter for reexaminations.

ARTICLE 16

LIFE INSURANCE

1. Active Service Life Insurance Benefits

   a. Amount of Life Insurance Coverage

Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to one and one-half times their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and under age 65. Upon attaining age 65 the amount of life insurance coverage to which an employee is entitled shall be reduced to an amount equal to 100% of the employee's annual base salary rate, rounded to the next higher thousand dollars; this reduction shall become effective on the first of the month next following the month in which the employee attains age 65 and shall remain in effect so long as the employee remains in active service.

b. Adjustment of Coverage

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

c. Conditions and Eligibility for Election of Coverage

(1) Subject to the terms and conditions provided in subsections 1.c.(2) through 1.c.(6) of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1.a., above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his initial date of employment with the City.

(2) The election of life insurance coverage shall be in a manner prescribed by the City.

(3) An employee meeting the eligibility requirements for election of life

insurance coverage must make such election within 30 consecutive calendar days after the date his eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

(4) An employee shall become entitled to the life insurance coverage provided in subsection 1.a., above, 30 consecutive calendar days following the date he elects such coverage.

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

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

d. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1.a. of this Article, above, who elect such coverage, shall pay to the City an amount equal to $.21 per month for each $1,000 of coverage in excess of $45,000. These payments shall be accomplished by periodic deductions from employees' biweekly pay checks. The City shall make all other necessary payments for the life insurance coverage described in Subsection 1.a. of this Article, above.

2. Retiree Life Insurance Benefits

An employee who commences receiving a service retirement allowance between January 1, 2013, and December 31, 2014, shall be eligible to elect life insurance benefits, hereinafter referred to as "Retiree Life Insurance Benefits," for the period of his/her retirement under the following terms and conditions:

a. Eligibility

In order to elect retiree life insurance benefits, an employee must have at least 20 years of creditable service as a full-time employment member of either the Employes' Retirement System of Milwaukee or the Policemen's Annuity and Benefit Fund of Milwaukee as of the effective date of his/her retirement and be covered by the life insurance benefits provided under this Article to employees in active service immediately prior to that date.

b. Election

(1) An employee's election of retiree life insurance benefits shall be made within the 30 consecutive calendar day period immediately prior to his/her effective date of retirement and shall be in a manner prescribed by the City. If elected, retiree life insurance benefits shall commence on the employee's effective retirement date.

(2) An employee eligible to elect retiree life insurance benefits who fails to make such election within the time limit provided in subsection (1), above, shall not be entitled to retiree life insurance benefits.

(3) An employee eligible to elect retiree life insurance benefits and who elects such benefits in accordance with subsection (1), above, and thereafter terminates these benefits, for whatever reason, shall as of the effective date of such termination no longer be entitled to retiree life insurance benefits.

c. Amount of Coverage

(1) Employees Less Than Age 65 At Retirement

Until he/she attains age 65, the amount of life insurance coverage for an employee whose age as of the effective date of his/her retirement is less than age 65 shall be equal to 1½x his/her annual base salary rate as of the semi-annual adjustment date first preceding the effective date of such retirement, rounded to the next higher $1,000. Upon attaining age 65 the amount of life insurance coverage shall be reduced to an amount equal to 50% of the employee's annual base salary rate as of the semi-annual adjustment date first preceding the effective date of his/her retirement, rounded to the next higher $1,000.

(2) Employees Age 65 or Older At Retirement

The amount of life insurance coverage for an employee whose age as of the effective date of his/her retirement is 65 or older shall be equal to 50% of his/her annual base salary rate as of the semi-annual adjustment date first preceding such retirement date, rounded to the next higher $1,000.

For purposes of interpretation and construction of the provisions of this subsection, the term "semi-annual adjustment date" shall mean either January 1 or July 1 of the calendar year in which the employee's effective date of retirement occurs, whichever is applicable.

d. Optional Reduced Life Insurance Coverage for Retirees

(1) Eligibility for retiree life insurance benefits, the amount of retiree life insurance coverage, the cost of retiree life insurance coverage shared between the City and the employee, and all other terms and conditions applicable to retiree life insurance benefits shall continue to be as prescribed from time to time by the City.

(2) Except as provided in paragraph 2.d. subsection 3, hereof, an employee eligible for retiree life insurance coverage who elects such coverage must elect the maximum amount of coverage to which he/she is entitled.

(3) An employee who commences receiving a Service Retirement Allowance during the term of this Agreement and who is eligible for retiree life insurance coverage shall be eligible to elect an amount of coverage less than the maximum amount of coverage prescribed by the City in lieu of such maximum amount, subject to the terms and conditions hereinafter provided (such coverage shall be termed "Reduced Coverage"):

(a) An employee may elect Reduced Coverage at the time of retirement or commencing with the second January 1 following the employee's effective retirement date within the 30-calendar-day period immediately preceding January 1 of the calendar year. Such election shall be in writing on a form prescribed by the City and shall be submitted to a City-designated administrator within time limits prescribed by the City. Once elected, the amount of an employee's Reduced Coverage shall remain unchanged except as provided in paragraph 2.d.(3)(b), below.

(b) An employee or retiree eligible for Reduced Coverage may modify the amount of his/her retiree life insurance coverage (either Maximum Coverage or Reduced Coverage) for a calendar year by executing a change of coverage form prescribed by the City within the 30-calendar-day time period immediately preceding January 1 of the calendar year (but not earlier than the second January 1 following the employee's effective retirement date), in accordance with procedures established for this purpose by the City. In no event shall the modified amount of coverage exceed the maximum amount of coverage prescribed by the City.

(c) Election of Reduced Coverage or modification to Reduced Coverage or Maximum Coverage during the 30-calendar-day period

immediately preceding January 1 of the calendar year, as provided herein, shall become effective on January 1 of the calendar year.

(d) The amount of Reduced Coverage shall be in units of $1,000.

(e) An employee or retiree, age 65 or older, shall not be eligible to elect or maintain Reduced Coverage.

(f) The provisions of paragraph 2.d.(1) shall apply to Reduced Coverage.

For purposes of interpretation of the provisions of this paragraph, the term, "retiree," as used herein, means an individual eligible for Reduced Coverage hereunder after the effective date his/her Service Retirement Allowance commenced. Election of retiree life insurance coverage (either Maximum Coverage or Reduced Coverage) or modification(s) to that coverage shall be the responsibility of the employee or retiree.

(4) The provisions of paragraph 2.d., hereof, represent the only changes to retiree life insurance benefits provided to employees by the City.

e. Cost of Coverage

Until he/she attains age 65, an employee electing coverage hereunder shall pay 100% of the premium cost associated with such coverage, less an estimated dividend determined solely by the City. The retiree shall have such cost deducted from his/her monthly pension check. The City will assume 100% of the premium cost associated with the coverage provided hereunder when the retiree is 65 or older.

3. Conditions and Limitations on Active Service and Retiree Life Insurance Benefits

a. An employee eligible to elect life insurance coverage hereunder must elect the maximum amount to which he/she is entitled.

b. Life insurance benefits shall be subject to all terms and conditions contained in the

effective contract between the City and its life insurance carrier.

4. Right of City to Change Carrier

It shall be the right of the City to select and, from time to time, to change the carrier(s) that provide the benefits set forth above. The City shall, at its sole option, have the right to provide these life insurance benefits on a self-insured basis.

ARTICLE 17

HEALTH INSURANCE

1. Benefits

a. Health Care Coverage

For Calendar Years 2013 and 2014, the City will provide health care coverage

b. Basic Dental Plan

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

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

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

c. Prepaid Dental Plans (PDP)

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

d. Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary

according to acceptable medical procedures.

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

(3) The City shall have the right to establish methods, measures and procedures it deems necessary to restrict abuses and/or excessive costs in application of the benefits provided under subsections 1.a. through 1.e., above.

(4) The City, in conjunction with its insurance carrier, shall have the right to develop and implement any other cost containment measures it deems necessary.

(5) An employee's health care/dental coverage provided by this Article shall terminate on the last day of the calendar month in which the employee is removed from the Police Department payroll; provided however, that when an employee is suspended from duty without pay, such benefits shall not terminate on the last day of the calendar month in which the suspension begins if the suspension ends prior to the last day of the next following calendar month. The Police Department Administration will provide written advance notice to an employee indicating the date on which his/her health care/dental coverage will be terminated. Notwithstanding the foregoing, an employee's health care coverage shall not terminate so long as he/she and/or his/her dependent(s) are eligible for and receiving health care coverage under the specific provisions of this Agreement that are applicable to individuals not on the Department payroll. Except for suspensions (as provided above) this exception does not extend the termination date of an employee's dental coverage beyond the last day of the calendar month in which the employee is removed from the Department payroll.

(6) A Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be administered on an annual basis.

(7) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix G.

2. Eligibility for Benefits

a. Employees in Active Service

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

(2) Dental Benefits

Employees in active service shall be entitled to the dental benefits provided in subsections l.b. or l.c. of this Article so long as they remain in active service. Individuals not in active service shall not be eligible for dental benefits.

b. Duty Disability

(1) Except as provided in b.(2), below, employees in active service who commence receiving duty disability retirement allowance between January 1, 2013, and December 31, 2014, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be entitled to the health care coverage provided in subsection 1.a., of this Article, above, between January 1, 2013, and December 31, 2014, so long as they continue to receive such duty disability retirement allowance and so long as they are under age 65. If a duty disability retiree eligible for health care coverage dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for health care coverage until the last day of the month in which the deceased duty disability retiree would have

attained age 65.

(2) An employee in active service who commences receiving a duty disability retirement allowance of 90% of his/her current salary between January 1, 2013, and December 31, 2014, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be entitled to the health care coverage provided in subsections 1.a. of this Article, above, between January 1, 2013, and December 31, 2014, so long as he/she continues to receive such duty disability retirement allowance. If a duty disability retiree eligible for health care coverage dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for health care coverage until the last day of the month in which the deceased duty disability retiree would have attained age 65.

c. Employees Who Retire between January 1, 2013, and December 31, 2014.

(1) Employees in active service who retire on normal pension between January 1, 2013, and December 31, 2014, with at least 15 years of creditable service, shall be entitled to the health care coverage provided in either subsections 1.a. of this Article, above, between January 1, 2013, and December 31, 2014, so long as they are less than age 65. If an employee eligible for health care coverage dies following his/her retirement on normal pension, but prior to attaining age 65, the retiree's surviving spouse shall be eligible for health care coverage until the last day of the month in which the deceased retiree would have attained age 65.

d. Duty Death

(1) A surviving spouse who becomes eligible to receive a pension under the provisions of either Section 36.05(5) of the ERS Act or Chapter 35.01(34) of the Milwaukee City Charter, on or after January 1, 2013, shall be entitled to the health care coverage provided in subsections of 1.a. of this Article,

above, between January 1, 2013, and December 31, 2014, so long as the surviving spouse continues to receive such pension and is less than age 65.

3. Cost of Coverage

a. Employees in Active Service

(1) For Calendar Years 2013 and 2014

(a) The employee premium contribution shall be 12% of the premium cost based on plan selected and enrollment status, i.e. either single, employee and dependent(s), employee and spouse, or family. The amount of employee premium contribution shall be deducted from the employee's pay check on a semi-monthly basis.

(i) An employee shall also contribute an additional $20.00 per month over and above the amount specified in 3.a.(1)(a), above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

(ii) For an employee in the single or one of the family plans and his or her spouse (if applicable) who participate fully in the HRA and who do smoke (as determined by the HRA), the employee contribution shall be 12% per month for single, employee and dependent(s), employee and spouse, or family plan enrollment.

(iii) For an employee in the single or one of the family plans and his or her spouse (if applicable) who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be 12% minus $10 per month for single or employee and dependent(s) enrollment and 12% minus $20 per month for employee and spouse and family

enrollment.

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

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

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

b. Duty Disability

(1) For Calendar Years 2013 and 2014

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

c. Employees Who Retire Between January 1, 2013, and December 31, 2014

(1) For eligible employees who retire, between January 1, 2013, and December 31, 2014, the City will make monthly contributions towards meeting the monthly subscriber cost for single or family enrollment in the plan elected by the retiree as follows:

(a) Single Enrollment Status

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

(b) Other Than Single Enrollment Status

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

(2) Contribution Formula

Unused Sick Leave	City Contribution
Less than 150 work days	65%
At least 150 work days, but less than 159 work days	66%
At least 159 work days, but less than 167 work days	67%
At least 167 work days, but less than 176 work days	68%
At least 176 work days, but less than 184 work days	69%
At least 184 work days, but less than 193 work days	70%
At least 193 work days, but	

less than 201 work days.....71%

At least 201 work days, but
less than 210 work days.....72%

At least 210 work days, but
less than 219 work days.....73%

At least 219 work days, but
less than 227 work days.....74%

At least 227 work days, but
less than 236 work days.....75%

At least 236 work days, but
less than 244 work days.....76%

At least 244 work days, but
less than 253 work days.....77%

At least 253 work days, but
less than 261 work days.....78%

At least 261 work days, but
less than 270 work days.....79%

At least 270 work days, but
less than 278 work days.....80%

At least 278 work days, but
less than 285 work days.....81%

At least 285 work days, but
less than 291 work days.....82%

At least 291 work days, but
less than 298 work days.....83%

At least 298 work days, but
less than 304 work days.....84%

At least 304 work days, but
less than 311 work days.....85%

At least 311 work days, but
less than 317 work days.....86%

At least 317 work days, but
less than 324 work days.....87%

At least 324 work days, but
less than 330 work days.....88%

At least 330 work days, but
less than 336 work days.....89%

At least 336 work days, but
less than 343 work days.....90%

At least 343 work days, but
less than 349 work days.....91%

At least 349 work days, but
less than 356 work days.....92%

At least 356 work days, but
less than 362 work days.....93%

At least 362 work days, but
less than 369 work days.....94%

At least 369 work days, but
less than 375 work days.....95%

At least 375 work days, but
less than 381 work days.....96%

At least 381 work days, but
less than 388 work days.....97%

At least 388 work days, but
less than 394 work days.....98%

At least 394 work days, but
less than 400 work days.....99%

At least 400 work days.....100%

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

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

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

pension check.

(4) Surviving Spouse

(a) For Calendar Years 2013 and 2014, the provisions of subsection 3.c.(1) shall be applicable to a surviving spouse eligible for retiree health care coverage under subsections 2.c. or 2.d. of this Article. An eligible surviving spouse without eligible dependents shall be covered by subsection 3.c.(1)(a); in all other circumstances he/she shall be covered by subsection 3.c.(1)(b). For purposes of interpretation and administration, the age the deceased retiree would have been shall determine the City contribution.

d. Duty Death

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

(1) During calendar years 2013 and 2014, the City will contribute an amount toward meeting the subscriber cost for enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Highest Cost Plan. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

e. Cost of Health Insurance After Conversion From Duty Disability

Upon conversion from a duty disability retirement allowance to a service retirement allowance, the cost of the retiree health insurance coverage to which he/she is entitled hereunder until he/she attains age 63 shall be as provided under subsection 3.a. of this Article. The benefits shall be in lieu of the benefits provided

under subsection 3.c.. Thereafter, until attainment of age 65, the cost of such coverage shall be as provided under subsection 3.c. of this Article, except that the individual's unused sick leave as of the effective date his/her duty disability retirement allowance commenced shall be used to compute the City-paid retiree health care coverage to which he/she is entitled hereunder.

4. Cost of Coverage -- Dental Plan Only

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

5. Self-Administration Offset

The per capita subscriber costs associated with the health care coverage or dental coverage provided by each of the plans listed in subsection l., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsection 4, above, for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health care/dental coverage beyond the deductions that would be required under subsections 4 and 8 of this Article, if the provision was not in effect.

6. Non-duplication

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

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

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

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

7. Employees on Leave of Absence

Employees in active service may elect health care coverage in subsection 1.a., of this Article, above, while on an authorized leave of absence. Individuals on an authorized leave of absence shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first 12 months of an employee's authorized leave of absence.

8. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be deemed to be in force and effect beginning January 1, 2013, and ending December 31, 2014.

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

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

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

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

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

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

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

ARTICLE 18

SICK LEAVE

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease.
2. Eligibility for sick leave with pay shall begin as soon after regular appointment as any sick leave credit has been earned.
3. Employees shall earn sick leave with pay at the rate of one and one-quarter (1 ¼) working day for each month of active service or 4.6 working hours for each two weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
4. Regardless of the sick leave credit earned the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. Whenever an employee requests sick leave with pay he or she shall immediately notify his or her commanding officer of this fact. Each instance of sick leave that the employee fails to comply with the requirement of this subsection shall result in the employee losing his/her entitlement to any sick leave with pay for that instance.
6. Except as otherwise provided herein, sick leave may be permitted without requiring the employee to submit medical substantiation from a private physician, provided that the employee completes Form PS-16 (Application for Sick Leave), and submits same to his or her commanding officer. An employee may be required by his or her commanding officer to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the commanding officer is informed or believes that the

employee is misusing sick leave. The City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the acceptable medical substantiation.

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

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

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

10. Attendance Incentive Program

    a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2013, and ending the last day of Trimester 3, 2014. Nothing herein shall be construed as requiring the City to continue the program for time periods after the last day of Trimester 3, 2014.

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

        Trimester 1 - Pay Period 1-9

        Trimester 2 - Pay Period 10-18

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

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

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

time off the payroll; and

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

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

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

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

(1) A special attendance incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay must be used by the employee in

the next succeeding trimester. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the date requested and the date is determined available by the commanding officer in accordance with the needs of the Department. The processing of employee requests for time off earned under the attendance incentive control program shall be on a first-come, first-served basis. Decisions by the employee's commanding officer with respect to the availability of the date the employee has requested shall be final.

ARTICLE 19

FUNERAL LEAVE

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

   An employee eligible for the leave with pay provided hereunder may only use that leave during the ten (10) consecutive calendar day time period immediately following the date

of the death that occasioned the employee's request for the leave.

3. In the event of the death of any other relative, employees shall be permitted to change their next regular day off so they may attend the funeral.

4. Employees requesting a leave under the provisions of this Article, above, shall be governed by the Rules and Regulations of the Police Department.

ARTICLE 20

ILLNESS IN FAMILY

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

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

ARTICLE 21

INJURY PAY

1. When an employee who is covered by this Agreement, sustains an injury within the scope of his/her employment for which he/she is entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), he/she may receive 80% of his/her base salary as "injury pay" instead of such worker's compensation benefits for the period of time he/she may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. The 80% provision shall become effective January 1, 1987, and shall cover employees receiving injury pay benefits on or after that date regardless of the date on which the compensable injury or recurrence thereof occurred.

2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly

paycheck deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay as that base salary rate is established in the BASE SALARY Article of this Agreement.

3. After "injury pay" benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting worker's compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total or temporary partial disability benefits under the Worker's Compensation Act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.

4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.

5. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee. In the event the City recovers an amount of injury pay received by the employee, the City shall restore the employee's number of calendar days (equivalent amount of recovery) for said injury.

6. Whenever an employee sustains a compensable injury, he or she shall immediately notify his or her commanding officer of this fact. Each instance of injury pay that the employee

fails to comply with the requirements of this subsection shall result in the employee losing his/her entitlement to any injury pay for that instance.

7. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the City will no longer require the 20% employee deduction from injury pay benefits provided for in subsections 1. and 2. of this Article, above.

8. Employees reporting absent due to a compensable injury shall be governed by the Rules and Regulations and Standard Operating Procedure of the Police Department pertaining thereto.

9. In no case shall temporary disability benefits and injury pay be allowed for the same period of time.

10. During the period of an employee's absence from duty due to a duty-incurred injury, the employee shall be permitted to leave his/her residence or place of confinement so long as he/she has first obtained a written statement from his/her personal physician stating that such travel will further his/her recuperation and the employee has first presented his/her personal physician's statement to his/her commanding officer or shift commander. Whenever an employee authorized to leave his/her residence or place of confinement, leaves the confines of Milwaukee County, he/she shall provide his/her commanding officer written advance notice of this departure indicating on the notice the time period he/she will be out of Milwaukee County, location(s) where he/she can be reached and, if a location has an address and/or telephone number, the address and/or telephone number of the location(s). While outside the confines of Milwaukee County, the employee shall be required to notify his/her commanding officer of his/her whereabouts by telephone of any changes in the locations indicated on the advance notice. During any fifteen (15) day period, an employee shall not be permitted to remain outside the confines of Milwaukee County for more than 14 consecutive calendar days. Except as provided herein and in subsection 6 of the VACATION Article of this Agreement, Rule 5, Section 7 of the

Milwaukee Police Department Rules and Regulations shall remain unchanged and in full force and effect.

ARTICLE 22

TERMINAL LEAVE

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

ARTICLE 23

MILITARY LEAVES

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

   a. Subject to the terms and conditions provided in subsections 1.b. through 1.d. of this Article, below, employees shall be entitled to time off with pay when they are required to take a leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

   b. Maximum Amount of Time Off With Pay

      (1) Continuous Service

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

      (2) Intermittent Service

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

      (3) Combined Maximum

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

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

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

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

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

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

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay

and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.

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

(1) Reinstatement from Military Reserve or National Guard Duty

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

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

(b) All Other Active Duty

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

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

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

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

(3) Exclusions From Reinstatement Benefits

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

3. Military Funeral Leaves of Absence

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

4. Induction Examinations

Employees shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the Armed Forces of the United States; such time off with pay shall be granted only for examinations

conducted by a United States military agency.

5. Administration

The Chief of Police shall have the authority to establish such rules and procedures that he deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, requirements that employees provide the Chief of Police with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 24

VACATIONS

1. Definitions

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

a. Anniversary Date: The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.

b. Active Service: The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

c. Year of Service: The duration of time in active service.

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active

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

3. An employee shall earn vacation time at the following rates:

a. Rates For Calendar Years 2013and 2014.

(1) Eight (8) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of eighty (80) hours per calendar year for an employee with less than seven (7) years of active service.

(2) Twelve (12) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of one hundred twenty (120) hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.

(3) Sixteen (16) hours for each calendar month of active service up to a maximum of one hundred sixty (160) hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service.

(4) Twenty (20) hours for each calendar month of active service up to a maximum of two hundred (200) hours per calendar year for an employee with at least twenty (20) years of active service.

b. For purposes of pro-rating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active

service at all during the calendar month.

c. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in subsection 5 below, shall be limited to the maximums noted in this subsection, above. These maximums are not guarantees; an employee is not entitled to any greater vacation with pay in a calendar year than that which he/she has earned for that calendar year.

4. Employees must use vacation time during the calendar year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the calendar year for which it was earned shall lose all rights to the unused time off. Effective January 1, 2012, vacation shall be taken on a fiscal year basis.

5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation for vacation time owed the City deducted from the final pay check. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.

6. An employee on authorized injury leave as a result of a duty-incurred injury may use

vacation scheduled during the period of such leave provided the Police Department Administration receives a written advance request to use the vacation, which indicates the time and place of the vacation, and provided further, the employee's private physician has authorized use of this vacation. Injured employees not using vacation scheduled during the period of their leave shall have their unused vacation rescheduled by the Police Department Administration when they return to duty, if it is possible to do so, before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused vacation at the end of the calendar year, computed on the basis of the employee's base salary rate in effect at the time for which the vacation was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment 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. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Police Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation that the Police Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The vacation carried over shall be used by March l of the next following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over vacation shall be subject to availability of the dates requested by the employee, require prior approval by the employee's Commanding Officer and in no way affect the scheduling of other employees' vacations.

7. Employees on authorized sick leave shall have their vacation that was scheduled during

such leave rescheduled by the Police Department Administration when they return to duty if it is possible to do so before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused vacation.

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

9. Segmented Vacation Periods

   a. An employee may segment up to all of the portion of his/her maximum annual vacation time entitlement earned under paragraph 3 that exceeds eighty (80) hours into units of one (1), two (2), three (3) or four (4) consecutive eight-hour work days. The aggregate amount of an employee's segmented vacation for a calendar year shall be deemed a segmented vacation period. All other vacation benefits to which an employee is entitled shall be taken in five (5) consecutive eight-hour work day units in accordance with existing Departmental practices.

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

   c. An employee requesting a segmented vacation period in a calendar year shall, prior to March 15 of such calendar year, notify his/her commanding officer in writing of this fact on a form provided by the City, setting forth thereon the number of segmented days requested. Notification requirements as to the specific dates requested by the employee for his/her segmented vacation shall be as set forth in subsection 9.d., below. An employee failing to comply with this requirement shall not be permitted a segmented vacation period during such calendar year. The Police Department Administration shall have the authority to limit the aggregate

number of segmented vacation days requested in the time period provided for in subsection b., above, if it determines that granting additional requests for segmented vacation periods will result in sufficient manpower being available to meet the needs of the Police Service.

d. For each unit of segmented vacation, the employee shall provide his/her commanding officer with reasonable advance notice indicating the date(s) on which the employee wants to use such unit of segmented vacation; such advance notice shall be provided in writing no later than 72 hours prior to the first day of the segmented unit of vacation. Except for requested segmented vacation dates 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 2013 and 2014.

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, l 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 6, below, upon attainment of necessary credits or degree an employee's base salary shall be as identified in Article 9 of this Agreement.

2. No employee will be eligible for Educational Pay unless he/she has a minimum of five years active service on the police force.

3. Courses approved or Degrees attained for which payment will be made under this provision will be courses in which credits have been successfully earned or Degrees successfully attained from an educational institution accredited by one of the accreditation associations named in section 4., below.

4. Courses approved or Degrees attained for which payment shall be made under this provision shall be limited to courses of study in which the credits have been successfully earned or Degrees successfully attained 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

5. 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 4., above, at the time the degree was granted.

6. 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 $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.

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 (l/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 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 (TBD).

ARTICLE 49

VARIABLE SHIFT ASSIGNMENT PAY

The following shall be effective January 1, 2013:

1. VSAP payments shall be included in base biweekly salary except as provided in subsection 2., below,.
2. 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 a $350 payment for the calendar year immediately preceding the calendar year in which the employee retired. This payment shall be included in final average salary for purposes of computing

his/her normal service retirement allowance.

3. It is understood that including VSAP payments in the base biweekly salary is 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 one hundred and fifty (150) copies in booklet form of the successor agreement to the 2010-2012 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 there under 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 Standard Operating Procedure 770 – Drug Testing Program, attached hereto by reference as Appendix H.

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 one hundred and twenty dollars ($120) monthly Regular Parking Allowance benefit for the month covered by the permit; provided however, if the monthly parking permit purchase price is less than one hundred and twenty dollars ($120), the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit.

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 $120 per month;

(2) Three or more-person carpool -- A total of $140 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 $45 which, in

aggregate with the carpool benefits received by the employees' carpool, shall not exceed $120

b. Three-or-more-person carpool - An amount of reimbursement up to $65 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $145.

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

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.

4. Effective February 4, 2014, none of the provisions of Article 58 regarding a Promotional Program shall be applicable to an employee when he or she seeks promotion or appointment to the ranks of Assistant Chief of Police, Inspector of Police or any rank above those ranks set forth in Article 2 (Recognition) of this Agreement.

Dated at Milwaukee, Wisconsin this 17th day of June, 2015.
(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:

Nicholas B. Kerhin, President

Carmelo J. Patti, Vice President

Mark J. Wroblewski, Treasurer

Scott D. Charles, Secretary

Joseph M. Seitz, Director

Gregg R. Duran, Director

Thomas P. Klusman, Labor Relations Manager

BY:

Maria Monteagudo
Director of Employee Relations

Deborah A. Ford
Labor Negotiator

Nicole M. Fleck
Labor Relations Officer

FOR THE CITY:

Tom Barrett, Mayor

Jim Owczarski, City Clerk

Martin Matson, Comptroller

Michael J. Murphy, Alderman
Common Council President

Nic Kovac, Alderman
Chairman, Finance & Personnel Committee

SIGNATURES
13-14 LC
labr/mpso

APPENDIX A

RATES OF PAY

FOR EMPLOYEES COVERED BY THE 2013-2014

AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND

THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION

FOR THE TIME PERIOD

COMMENCING JANUARY 1, 2013 AND ENDING DECEMBER 31, 2014

(FOR INFORMATIONAL PURPOSES ONLY)

EFFECTIVE PAY PERIOD 1, 2013 (December 23, 2012)
(Same rates as were in effect PP14, 2012)

Pay Range 831

Biweekly Rate					
2,460.76	2,553.47	2,649.97	2,750.27	2,854.56	2,963.10
Monthly Rate					
5,346.29	5,547.72	5,757.38	5,975.29	6,201.87	6,437.69
Annual Rate					
64,155.53	66,572.61	69,088.50	71,703.47	74,422.46	77,252.25

Associate's Degree or 64 Credits

Biweekly Rate					
2,476.83	2,569.55	2,666.03	2,766.34	2,870.64	2,979.18
Monthly Rate					
5,381.21	5,582.65	5,792.27	6,010.20	6,236.81	6,472.62
Annual Rate					
64,574.50	66,991.84	69,507.21	72,122.43	74,841.68	77,671.48

Bachelor's Degree

Biweekly Rate					
2,496.93	2,589.65	2,686.13	2,786.44	2,890.74	2,999.28
Monthly Rate					
5,424.88	5,626.32	5,835.94	6,053.87	6,280.48	6,516.29
Annual Rate					
65,098.53	67,515.87	70,031.24	72,646.47	75,365.72	78,195.51

Master's Degree or Higher

Biweekly Rate					
2,504.97	2,597.69	2,694.17	2,794.48	2,898.78	3,007.32
Monthly Rate					
5,442.35	5,643.79	5,853.41	6,071.34	6,297.94	6,533.76
Annual Rate					
65,308.14	67,725.49	70,240.86	72,856.08	75,575.33	78,405.13

Police Sergeant 1/

Pay Range 835

Biweekly Rate					
2,655.77	2,758.30	2,865.01	2,975.89	3,091.27	3,211.08
Monthly Rate					
5,769.98	5,992.74	6,224.58	6,465.48	6,716.15	6,976.45
Annual Rate					
69,239.72	71,912.82	74,694.90	77,585.70	80,593.82	83,717.44

Associate's Degree or 64 Credits

Biweekly Rate					
2,671.58	2,774.11	2,880.81	2,991.70	3,107.07	3,226.89
Monthly Rate					
5,804.33	6,027.08	6,258.90	6,499.82	6,750.48	7,010.80

Annual Rate					
69,651.91	72,325.01	75,106.83	77,997.89	81,005.75	84,129.63

Bachelor's Degree

Biweekly Rate					
2,691.34	2,793.86	2,900.57	3,011.46	3,126.83	3,246.65
Monthly Rate					
5,847.26	6,069.99	6,301.83	6,542.76	6,793.41	7,053.73
Annual Rate					
70,167.08	72,839.92	75,622.00	78,513.06	81,520.92	84,644.80

Master's Degree or Higher

Biweekly Rate					
2,699.24	2,801.76	2,908.47	3,019.36	3,134.74	3,254.54
Monthly Rate					
5,864.42	6,087.16	6,319.00	6,559.92	6,810.60	7,070.88
Annual Rate					
70,373.04	73,045.88	75,827.97	78,719.03	81,727.15	84,850.51

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,758.30	2,865.01	2,975.89	3,091.27	3,211.08	3,335.86
Monthly Rate					
5,992.74	6,224.58	6,465.48	6,716.15	6,976.45	7,247.55
Annual Rate					
71,912.82	74,694.90	77,585.70	80,593.82	83,717.44	86,970.63

Associate's Degree or 64 Credits

Biweekly Rate					
2,774.11	2,880.81	2,991.70	3,107.07	3,226.89	3,351.66
Monthly Rate					
6,027.08	6,258.90	6,499.82	6,750.48	7,010.80	7,281.88
Annual Rate					
72,325.01	75,106.83	77,997.89	81,005.75	84,129.63	87,382.56

Bachelor's Degree

Biweekly Rate					
2,793.86	2,900.57	3,011.46	3,126.83	3,246.65	3,371.42
Monthly Rate					
6,069.99	6,301.83	6,542.76	6,793.41	7,053.73	7,324.81
Annual Rate					
72,839.92	75,622.00	78,513.06	81,520.92	84,644.80	87,897.73

Master's Degree or Higher

Biweekly Rate					
2,801.76	2,908.47	3,019.36	3,134.74	3,254.54	3,379.33
Monthly Rate					
6,087.16	6,319.00	6,559.92	6,810.60	7,070.88	7,342.00
Annual Rate					
73,045.88	75,827.97	78,719.03	81,727.15	84,850.51	88,103.96

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

Pay Range 839

Biweekly Rate					
3,091.27	3,211.08	3,335.86	3,465.57	3,600.55	3,740.84
Monthly Rate					
6,716.15	6,976.45	7,247.55	7,529.36	7,822.62	8,127.42
Annual Rate					
80,593.82	83,717.44	86,970.63	90,352.36	93,871.48	97,529.04

Associate's Degree or 64 Credits

Biweekly Rate					
3,107.07	3,226.89	3,351.66	3,481.38	3,616.36	3,756.64
Monthly Rate					
6,750.48	7,010.80	7,281.88	7,563.71	7,856.97	8,161.75
Annual Rate					
81,005.75	84,129.63	87,382.56	90,764.55	94,283.67	97,940.97

Bachelor's Degree

Biweekly Rate					
3,126.83	3,246.65	3,371.42	3,501.13	3,636.11	3,776.40
Monthly Rate					
6,793.41	7,053.73	7,324.81	7,606.62	7,899.88	8,204.68
Annual Rate					
81,520.92	84,644.80	87,897.73	91,279.46	94,798.58	98,456.14

Master's Degree or Higher

Biweekly Rate					
3,134.74	3,254.54	3,379.33	3,509.03	3,644.01	3,784.31
Monthly Rate					
6,810.60	7,070.88	7,342.00	7,623.79	7,917.05	8,221.86
Annual Rate					
81,727.15	84,850.51	88,103.96	91,485.42	95,004.54	98,662.37

Captain of Police 1/
Communications Systems Manager

Pay Range 842

Biweekly Rate					
3,465.57	3,600.55	3,740.84	3,886.80	4,038.58	4,196.42
Monthly Rate					
7,529.36	7,822.62	8,127.42	8,444.54	8,774.30	9,117.22
Annual Rate					
90,352.36	93,871.48	97,529.04	101,334.43	105,291.55	109,46.66

Associate's Degree or 64 Credits

Biweekly Rate					
3,481.38	3,616.36	3,756.64	3,902.60	4,054.38	4,212.22
Monthly Rate					
7,563.71	7,856.97	8,161.75	8,478.86	8,808.62	9,151.55
Annual Rate					
90,764.55	94,283.67	97,940.97	101,746.35	105,703.48	109,818.59
Bachelor's Degree					
Biweekly Rate					
3,501.13	3,636.11	3,776.40	3,922.37	4,074.14	4,231.98
Monthly Rate					
7,606.62	7,899.88	8,204.68	8,521.82	8,851.55	9,194.48
Annual Rate					
91,279.46	94,798.58	98,456.14	102,261.79	106,218.65	110,333.76
Master's Degree or Higher					
Biweekly Rate					
3,509.03	3,644.01	3,784.31	3,930.26	4,082.05	4,239.88
Monthly Rate					
7,623.79	7,917.05	8,221.86	8,538.96	8,868.74	9,211.64
Annual Rate					
91,485.42	95,004.54	98,662.37	102,467.49	106,424.87	110,539.73

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

EFFECTIVE PAY PERIOD 14, 2013 (June 23 ,2013)

Pay Range 831

Biweekly Rate					
2,522.28	2,617.31	2,716.22	2,819.03	2,925.92	3,037.18
Monthly Rate					
5,479.95	5,686.42	5,901.31	6,124.68	6,356.91	6,598.64
Annual Rate					
65,759.44	68,237.01	70,815.73	73,496.14	76,282.91	79,183.62
Associate's Degree or 64 Credits					
Biweekly Rate					
2,583.75	2,633.79	2,732.68	2,835.50	2,942.41	3,053.66
Monthly Rate					
5,515.74	5,722.22	5,937.07	6,160.46	6,392.74	6,634.44
Annual Rate					
66,188.84	68,666.67	71,244.87	73,925.53	76,712.83	79,613.28
Bachelor's Degree					
Biweekly Rate					
2,559.35	2,654.39	2,753.28	2,856.10	2,963.01	3,074.26
Monthly Rate					
5,560.49	5,766.98	5,981.83	6,205.22	6,437.49	6,679.20
Annual Rate					
66,725.91	69,203.74	71,781.94	74,462.61	77,249.90	80,150.35
Master's Degree or Higher					
Biweekly Rate					
2,567.59	2,662.63	2,761.52	2,864.34	2,971.25	3,082.50
Monthly Rate					
5,578.40	5,784.88	5,999.73	6,223.12	6,455.39	6,697.10
Annual Rate					
66,940.74	69,418.57	71,996.77	74,677.43	77,464.73	80,365.18

Police Sergeant 1/

Pay Range 835

Biweekly Rate					
2,722.16	2,827.26	2,936.64	3,050.29	3,168.55	3,291.36
Monthly Rate					
5,914.22	6,142.56	6,380.20	6,627.12	6,884.05	7,150.87
Annual Rate					
70,970.60	73,710.71	76,562.40	79,525.42	82,608.62	85,810.46
Associate's Degree or 64 Credits					
Biweekly Rate					
2,738.37	2,843.46	2,952.83	3,066.49	3,184.75	3,307.56
Monthly Rate					

5,949.44	6,177.76	6,415.37	6,66231	6,919.25	7,186.07
Annual Rate					
71,393.22	74,133.06	76,984.49	79,947.77	83,030.98	86,232.81
Bachelor's Degree					
Biweekly Rate					
2,758.62	2,863.71	2,973.08	3,086.75	3,205.00	3,327.82
Monthly Rate					
5,993.43	6,221.75	6,459.37	6,706.33	6,963.24	7,230.09
Annual Rate					
71,921.16	74,661.01	77,512.44	80,475.98	83,558.93	86,761.02
Master's Degree or Higher					
Biweekly Rate					
2,766.72	2,871.80	2,981.18	3,094.84	3,213.11	3,335.90
Monthly Rate					
6,011.03	6,239.33	6,476.97	6,723.91	6,980.86	7,247.64
Annual Rate					
72,132.34	74,871.93	77,723.62	80,686.90	83,770.37	86,971.68

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,827.26	2,936.64	3,050.29	3,168.55	3,291.36	3,419.26
Monthly Rate					
6,142.56	6,380.20	6,627.12	6,884.05	7,150.87	7,428.75
Annual Rate					
73,710.71	76,562.40	79,525.42	82,608.62	85,810.46	89,144.99
Associate's Degree or 64 Credits					
Biweekly Rate					
2,843.46	2,952.83	3,066.49	3,184.75	3,307.56	3,435.45
Monthly Rate					
6,177.76	6,415.37	6,662.31	6,919.25	7,186.07	7,463.92
Annual Rate					
74,133.06	76,984.49	79,947.77	83,030.98	86,232.81	89,567.09
Bachelor's Degree					
Biweekly Rate					
2,863.71	2,973.08	3,086.75	3,205.00	3,327.82	3,455.71
Monthly Rate					
6,221.75	6,459.37	6,706.33	6,963.24	7,230.09	7,507.94
Annual Rate					
74,661.01	77,512.44	80,475.98	83,558.93	86,761.02	90,095.29
Master's Degree or Higher					
Biweekly Rate					
2,871.80	2,981.18	3,094.84	3,213.11	3,335.90	3,463.81
Monthly Rate					
6,239.33	6,476.97	6,723.91	6,980.86	7,247.64	7,525.54
Annual Rate					

74,871.93	77,723.62	80,686.90	83,770.37	86,971.68	90,306.47

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

Pay Range 839

Biweekly Rate					
3,168.55	3,291.36	3,419.26	3,552.21	3,690.56	3,834.36
Monthly Rate					
6,884.05	7,150.87	7,428.75	7,717.60	8,018.18	8,330.60
Annual Rate					
82,608.62	85,810.46	89,144.99	92,611.19	96,218.17	99,967.24
Associate's Degree or 64 Credits					
Biweekly Rate					
3,184.75	3,307.56	3,435.45	3,568.41	3,706.77	3,850.56
Monthly Rate					
6,919.25	7,186.07	7,463.92	7,752.80	8,053.40	8,365.80
Annual Rate					
83,030.98	86,232.81	89,567.09	93,033.54	96,640.79	100,389.60
Bachelor's Degree					
Biweekly Rate					
3,205.00	3,327.82	3,455.71	3,588.66	3,727.01	3,870.81
Monthly Rate					
6,963.24	7,230.09	7,507.94	7,796.79	8,097.37	8,409.80
Annual Rate					
53,558.93	86,761.02	90,095.29	93,561.49	97,168.47	100,917.54
Master's Degree or Higher					
Biweekly Rate					
3,213.11	3,335.90	3,463.81	3,596.76	3,735.11	3,878.92
Monthly Rate					
6,980.86	7,247.64	7,525.54	7,814.39	8,114.97	8,427.42
Annual Rate					
83,770.37	86,971.68	90,306.47	93,772.67	97,379.65	101,128.98

Captain of Police 1/
Communications Systems Manager

Pay Range 842

Biweekly Rate					
3,552.21	3,690.56	3,834.36	3,983.97	4,139.54	4,301.33
Monthly Rate					
7,717.60	8,018.18	8,330.60	8,655.65	8,993.64	9,345.15
Annual Rate					
92,611.19	96,218.17	99,967.24	103,867.79	107,923.72	112,141.82

Associate's Degree or 64 Credits

Biweekly Rate					
3,568.41	3,706.77	3,850.56	4,000.17	4,155.74	4,317.53
Monthly Rate					
7,752.80	8,053.40	8,365.80	8,690.85	9,028.84	9,380.35
Annual Rate					
93,033.54	96,640.79	100,389.60	104,290.14	108,346.08	112,564.17

Bachelor's Degree

Biweekly Rate					
3,588.66	3,727.01	3,870.81	4,020.43	4,175.99	4,337.78
Monthly Rate					
7,796.79	8,097.37	8,409.80	8,734.86	9,072.84	9,424.34
Annual Rate					
93,561.49	97,168.47	100,917.54	104,818.35	108,874.02	113,092.12

Master's Degree or Higher

Biweekly Rate					
3,596.76	3,735.11	3,878.92	4,028.52	4,184.10	4,345.88
Monthly Rate					
7,814.39	8,114.97	8,427.42	8,752.4	49,090.46	9,441.94
Annual Rate					
93,772.67	97,379.65	101,128.98	105,029.27	109,085.46	113,303.30

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

EFFECTIVE PAY PERIOD 14, 2014 (June 22, 2014)

Pay Range 831

Biweekly Rate					
2,585.34	2,682.74	2,784.13	2,889.51	2,999.07	3,113.11
Monthly Rate					
5,616.96	5,828.57	6,048.85	6,277.80	6,515.84	6,763.60
Annual Rate					
67,403.51	69,942.86	72,586.24	75,333.65	78,190.04	81,163.22
Associate's Degree or 64 Credits					
Biweekly Rate					
2,602.22	2,699.63	2,801.00	2,906.39	3,015.97	3,130.00
Monthly Rate					
5,653.63	5,865.27	6,085.51	6,314.48	6,552.55	6,800.30
Annual Rate					
67,843.59	70,383.21	73,026.07	75,773.74	78,630.64	81,603.57
Bachelor's Degree					
Biweekly Rate					
2,623.33	2,720.75	2,822.11	2,927.50	3,037.09	3,151.12
Monthly Rate					
5,699.50	5,911.15	6,131.37	6,360.34	6,598.44	6,846.18
Annual Rate					
68,393.96	70,933.84	73,576.44	76,324.11	79,181.27	82,154.20
Master's Degree or Higher					
Biweekly Rate					
2,631.78	2,729.20	2,830.56	2,935.95	3,045.53	3,159.56
Monthly Rate					
5,717.86	5,929.51	6,149.73	6,378.70	6,616.78	6,864.52
Annual Rate					
68,614.26	71,154.14	73,796.74	76,544.41	79,401.32	82,374.24

Police Sergeant 1/

Pay Range 835

Biweekly Rate					
2,790.21	2,897.94	3,010.06	3,126.55	3,247.76	3,373.64
Monthly Rate					
6,062.06	6,296.12	6,539.71	6,792.80	7,056.15	7,329.63
Annual Rate					
72,744.76	75,553.43	78,476.56	81,513.62	84,673.74	87,955.61
Associate's Degree or 64 Credits					
Biweekly Rate					
2,806.83	2,914.55	3,026.65	3,143.15	3,264.37	3,390.25
Monthly Rate					
6,098.17	6,332.21	6,575.76	6,828.87	7,092.23	7,365.72

Annual Rate					
73,178.07	75,986.48	78,909.09	81,946.41	85,106.79	88,388.66

Bachelor's Degree

Biweekly Rate					
2,827.59	2,935.30	3,047.41	3,163.92	3,285.13	3,411.02
Monthly Rate					
6,143.28	6,377.29	6,620.86	6,873.99	7,137.34	7,410.85
Annual Rate					
73,719.31	76,527.46	79,450.33	82,487.91	85,648.03	88,930.16

Master's Degree or Higher

Biweekly Rate					
2,835.89	2,943.60	3,055.71	3,172.21	3,293.44	3,419.30
Monthly Rate					
6,161.31	6,395.32	6,638.89	6,892.00	7,155.39	7,428.84
Annual Rate					
73,935.70	76,743.86	79,666.72	82,704.04	85,864.68	89,146.03

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,897.94	3,010.06	3,126.55	3,247.76	3,373.64	3,504.74
Monthly Rate					
6,296.12	6,539.71	6,792.80	7,056.15	7,329.63	7,614.47
Annual Rate					
75,553.43	78,476.56	81,513.62	84,673.74	87,955.61	91,373.58

Associate's Degree or 64 Credits

Biweekly Rate					
2,914.55	3,026.65	3,143.15	3,264.37	3,390.25	3,521.34
Monthly Rate					
6,332.21	6,575.76	6,828.87	7,092.23	7,365.72	7,650.53
Annual Rate					
75,986.48	78,909.09	81,946.41	85,106.79	88,388.66	91,806.36

Bachelor's Degree

Biweekly Rate					
2,935.30	3,047.41	3,163.92	3,285.13	3,411.02	3,542.10
Monthly Rate					
6,377.29	6,620.86	6,873.99	7,137.34	7,410.85	7,695.63
Annual Rate					
76,527.46	79,450.33	82,487.91	85,648.03	88,930.16	92,347.61

Master's Degree or Higher

Biweekly Rate					
2,943.60	3,055.71	3,172.21	3,293.44	3,419.30	3,550.41
Monthly Rate					
6,395.32	6,638.89	6,982.00	7,155.39	7,428.84	7,713.69
Annual Rate					
76,743.86	79,666.72	82,704.04	85,864.68	89,146.03	92,564.26

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

Pay Range 839

Biweekly Rate					
3,247.76	3,373.64	3,504.74	3,641.02	3,782.82	3,930.22
Monthly Rate					
7,056.15	7,329.63	7,614.47	7,910.55	8,218.63	8,538.87
Annual Rate					
84,673.74	87,955.61	91,373.58	94,926.59	98,623.52	102,466.45

Associate's Degree or 64 Credits

Biweekly Rate					
3,264.37	3,390.25	3,521.34	3,657.62	3,799.44	3,946.82
Monthly Rate					
7,092.23	7,365.72	7,650.53	7,946.62	8,254.74	8,574.94
Annual Rate					
85,106.79	88,388.66	91,806.36	95,359.38	99,056.83	102,899.23

Bachelor's Degree

Biweekly Rate					
3,285.13	3,411.02	3,542.10	3,678.38	3,820.19	3,967.58
Monthly Rate					
7,137.34	7,410.85	7,695.63	7,991.72	8,299.82	8,620.04
Annual Rate					
85,648.03	88,930.16	92,347.61	95,900.62	99,597.81	103,440.48

Master's Degree or Higher

Biweekly Rate					
3,293.44	3,419.30	3,550.41	3,686.68	3,828.49	3,975.89
Monthly Rate					
7,155.39	7,428.84	7,713.69	8,009.75	8,317.85	8,638.09
Annual Rate					
85,864.68	89,146.03	92,564.26	96,117.01	99,814.20	103,657.13

Captain of Police 1/
Communications Systems Manager

Pay Range 842

Biweekly Rate					
3,641.02	3,782.82	3,930.22	4,083.57	4,243.03	4,408.86
Monthly Rate					
7,910.55	8,218.63	8,538.87	8,872.04	9,218.49	9,578.77
Annual Rate					
94,926.59	98,623.52	102,466.45	106,464.50	110,621.85	114,945.28

Associate's Degree or 64 Credits

Biweekly Rate					
3,657.62	3,799.44	3,946.82	4,100.17	4,259.63	4,425.47
Monthly Rate					
7,946.62	8,254.74	8,574.94	8,908.11	9,254.55	9,614.86
Annual Rate					
95,359.38	99,056.83	102,899.23	106,897.29	111,054.64	115,378.32
Bachelor's Degree					
Biweekly Rate					
3,678.38	3,820.19	3,967.58	4,120.94	4,280.39	4,446.22
Monthly Rate					
7,991.72	8,299.82	8,620.04	8,953.23	9,299.66	9,659.94
Annual Rate					
95,900.62	99,597.81	103,440.48	107,438.79	111,595.88	115,919.30
Master's Degree or Higher					
Biweekly Rate					
3,686.68	3,828.49	3,975.89	4,129.23	4,288.70	4,454.53
Monthly Rate					
8,009.75	8,317.85	8,638.09	8,971.24	9,317.71	9,678.00
Annual Rate					
96,117.01	99,814.20	103,657.13	107,654.92	111,812.53	116,135.96

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
Labt\MPSO

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.

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.

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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 notifys 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

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 D
Labr/MPSO

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:bh

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.

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

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.

APPENDIX H

STANDARD OPERATION PROCEDURE

770- DRUG TESTING PROGRAM

770.00 PURPOSE

The Milwaukee Police Department has a compelling obligation to eliminate illegal and/or illicit drug use to ensure the integrity of the Department, enhance public trust and instill confidence in maintaining a drug free law enforcement agency. In order to achieve this goal, the Department shall maintain a comprehensive drug-testing program to detect drug use by Department members and to ensure all Department applicants are drug free. The purpose of this standard operating procedure is to set uniform guidelines for handling instances where a member may be suspected of substance abuse; to develop a fair and equitable method for administering a random drug testing program, and to discourage the use of illicit drugs.

770.05 POLICY

The Milwaukee Police Department strives to maintain a drug-free working environment. Members of all ranks will be randomly tested in such numbers as to ensure a credible deterrent exists to illegal drug use. If a member refuses to submit to a drug test, or if the member leaves the testing facility without providing a sample, the act will constitute a positive test result and the member shall be immediately suspended and disciplined up to and including discharge from the Department. The Department recognizes there is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse

can seriously impair a member's physical and mental health, and thus, job performance.

Recognizing that there may be members who have substance abuse problems, the Department strongly encourages affected members to seek help through the City's Employee Assistance Program (EAP) and/or the Milwaukee Police Officers Support Team (POST), both of which are available free to Department members and eligible family members. EAP and/or POST participation is completely voluntary and all information is held in the strictest of confidence, unless information comes to light where the member or another person's safety is in jeopardy or in cases of child abuse.

The Professional Performance Division shall be responsible for the administration of the drug-testing program.

770.10 SCOPE OF APPLICABILITY

The drug testing procedures are effective pursuant to the collective bargaining agreements of both the MPSO and the MPA.

770.15 DEFINITIONS

For the purposes of this standard operating procedure, the following definitions will apply:

ADULTERATED SPECIMEN is a specimen that contains a substance that is not expected to be present in human urine or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.

CREATININE is a protein produced by muscle and cleared from the body by the kidneys. It is a normal constituent in urine. Normal human urine creatinine concentrations are greater than 20 mg/dl. Abnormal levels of urine creatinine may result from excessive fluid intake, glomerulonephritis, pyelonephritis, reduced renal blood flow, renal failure, myasthenia gravis, or a high meat diet.

CIVILIAN MEMBER is a member who is not designated by city charter as a

member of the police force and who does not have arrest powers.

CONFIRMED POSITIVE is a second laboratory analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique (GCMS) and chemical principle to ensure accuracy.

CUT-OFF LEVEL is the least amount of a drug or resulting metabolites remaining in the body or hair after use of a drug. Cut-off levels are measured in nanograms per milliliter (ng/ml) for urine and in nanograms per milligram (ng/mg) for hair.

DILUTE SAMPLE is a urine specimen that has a creatinine level of less than 20 mg/dl and a specific gravity of 1.003 or less. These two tests are routinely performed on every urine sample that is tested at the lab. If the specimen meets the above two criteria, it is reported as a "dilute". A member may produce urine that meets the program criteria for dilution under some conditions including: working in hot weather conditions; drinking large amounts of fluid; taking a diuretic, or from moderate or excessive drinking of fluids immediately before providing the specimen. A specimen may be reported as “dilute” in conjunction with a positive or negative drug test or reported just as “dilute”.

DIRECT OBSERVATION COLLECTION is when there is articulable evidence to believe a member may be attempting, or have sufficient reason, to evade the testing process. The direct observation collection method can be mandated when the Department or collection technician has articulable evidence to suggest a urine sample may have been adulterated, substituted, or was a out-of-range temperature specimen. When a direct observation collection is required, the member will be taken to a private bathroom stall with only the member and a same sex observer present, the observer will request the member to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer – by turning around – that the member does not have a prosthetic device. After the observer has determined that the member does not have such a device, the observer will allow the member to return clothing to its proper position and then conduct the direct observation collection.

DRUG means illicit drugs.

DRUG TEST means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

EMPLOYEE ASSISTANCE PROGRAM (EAP) is an established confidential program for member assessment, counseling, and referrals for medical /

behavioral problems.

ILLICIT DRUGS includes drugs that are listed on Schedules I through V of Wisconsin Statues, Chapter 961 which are not legal; drugs which are legal, but not legally obtained; or drugs used in a manner or for a purpose which is not legal or prescribed.

INVALID DRUG TEST is when results obtained indicate there was an unidentified component in the sample, or an unidentified interfering ingredient, if the sample included unacceptable physical features or had an endogenous ingredient at an utmost level which prevented the lab from conducting results.

MEDICAL REVIEW OFFICER (MRO) is a licensed physician designated by the Chief of Police who is responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.

MEMBER is either a civilian or police member of the Department.

NON-NEGATIVE RESULT is when a urine specimen was tested and found to be positive, adulterated, invalid, or substituted.

OUT OF RANGE TEMPERATURE is when the provided urine sample falls outside the acceptable temperature range of 90.5 – 99.8 degrees Fahrenheit, as defined by SAMSHA standards.

POLICE MEMBER is a member designated by city charter as a member of the police force and who has arrest powers.

POST is known as the Police Officers Support Team. The POST team is a confidential peer support group consisting of volunteer Department members. POST members are specifically trained in providing guidance, peer support, and outside referrals to members in need of assistance to cope with critical incidents, family problems, work-related problems, substance abuse, and other behavioral issues.

PRESCRIPTION means, and includes, an order for drugs or medical supplies written, signed, or transmitted by word of mouth, telephone, fax, computer, or other means of communication by a practitioner duly licensed by the laws of the state to prescribe such drugs or medical supplies, issued in good faith and in the course of professional practice, intended to be filled, compounded, or dispensed by another person licensed by the laws of the state to do so, and meeting the requirements of Wisconsin state statutes. A prescription is not considered valid unless sometime prior to receipt of the prescription the

member was physically examined by someone he or she believes to be a physician, dentist, or professional assignee or designee with comparable license.

REASONABLE SUSPICION exists when evidence or information which appears reliable is known to the police supervisor and is of such weight and persuasiveness as to make the supervisor, based upon his/her personal judgment and experience, reasonably suspect that member of the department is using drugs. A reasonable suspicion that a member is using drugs must be supported by specific articulable facts from which rational inference may be drawn.

REFUSAL is not providing a test sample. A refusal to test is also the failure to show up for the test within a reasonable time after being directed to do so, the failure to remain at the testing site until the testing process is complete, the failure to provide a sufficient amount of urine when directed and it has been determined through a required medical evaluation there was no adequate medical explanation for the failure, the failure to undergo a medical examination or evaluation as directed by the MRO as part of the verification process, the failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process), or if the MRO reports that you have a verified adulterated, invalid, or substituted specimen. A refusal shall result in immediate suspension and discipline up to and including discharge from the Department.

RIAH is the acronym for Radioimmunoassay for Hair drug screening.

SENSITIVE ASSIGNMENTS are those police members who are assigned to locations such as the Organized Crime Division, Intelligence Fusion Center, Tactical Enforcement Unit, Property Control Section (only those persons directly involved in the custody and handling of illegal drugs), and the Professional Performance Division.

SAMHSA/DHHS is otherwise known as the Substance Abuse and Mental Health Services Administration/Department of Health and Human Services. A federal agency with specific drug testing standards and embraces the mission of reducing the use of illegal substances and the abuse of legal ones.

SPLIT SAMPLE - One urine specimen is collected. This collection of urine is then split into a primary specimen and a split specimen. If a member's test results are positive, the member has an opportunity to have the second sample sent to a different Substance Abuse and Mental Health Services Administration/Department of Health and Human Services (SAMHSA/DHHS) certified laboratory for the testing of the identified drug(s).

SUBSTITUTED SPECIMEN is a urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

770.20 TYPES OF DRUG TESTING

Drug testing shall be conducted under the following circumstances:

1. POST-OFFER JOB APPLICANT TEST

   Drug testing is required by all applicants of the Department. Offers of employment are contingent upon passing a urine and/or hair drug test. Refusal to submit to drug testing or a positive confirmed test, will result in the immediate rejection of the applicant for employment.

2. REASONABLE SUSPICION *(applies to both civilian and police members)*

   Where facts or circumstances are sufficient to constitute reasonable suspicion that a Department member is using or is under the influence of drugs.

   Reasonable suspicion cannot be based upon mere "hunch" or solely upon poor work performance. If suspicion of drug use is based upon observation of the suspected member's physical appearance, at least two (2) supervisors must make observations.

   Reasonable suspicion testing will use either the urine or hair test methodology, depending on the nature of the situation.

3. CRITICAL INCIDENT *(applies to police members only)*

   Whenever a member is directly involved in an incident that results in death or great bodily harm of a human being, as defined by State Statute, or when a member causes injury to a human being by the discharge of a firearm.

   Critical incident testing will use the urine test methodology.

4. PROBATION *(applies to police members only)*

   Whenever a police officer is on probation, the member shall be tested prior to completion of the member's probationary period. Completion of the police officer’s probationary period shall be contingent upon passing the drug test.

   Probationary testing will use the hair test methodology.

5. PROMOTION *(applies to police members only)*

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

Promotion testing will use the hair test methodology.

6. LEAVE OF ABSENCE *(applies to civilian and police members)*

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

Leave of absence testing will use the hair test methodology.

7. SENSITIVE ASSIGNMENTS *(applies to police members only)*

Members having sensitive assignments shall be subject to drug testing upon entering and leaving these assignments, as well as on an annual basis while serving in such assignments.

Sensitive assignment testing will use the hair test methodology.

8. RANDOM *(applies to police members only)*

a. Periodically, a list of Department members selected for drug testing shall be generated by an independent secure random selection process. The frequency of random testing and sampling rate shall be as prescribed from time to time by the Chief of Police. The Chief of Police shall prescribe the independent agency providing the random selection process. Such independent agency shall be provided with a list of all police members covered by random drug testing encoded so that only the Chief of Police and the commanding officer of the Professional Performance Division know the identity of the police members.

b. The Chief of Police may increase the frequency of random testing and sampling rate over and above the frequency of random testing and sampling rate prescribed from time to time for members assigned to sensitive assignments. If subsequent Departmental reorganization results in modifications to sensitive assignment positions, the function performed by a unit as it is presently constituted, shall continue to be covered hereunder no matter how such unit is constituted following a future reorganization.

c. Police members selected for testing shall be notified by their commanding officer, who shall give them a written order to report for testing. A copy of such written order shall not be entered into a police member's personnel file, but shall be retained by the Department in a file kept at the Professional Performance Division.

d. All police members on paid leave who are selected for random drug testing shall not be required to participate in such test, except those members having the following status as of the notice of selection:

    1. Police members on sick or injury leave who have received permission to leave their residence or place of confinement to further recuperation;

    2. Police members on compensatory time off authorized after the selection notice; or

    3. Police members on "suspended with pay" or "dismissed with pay pending appeal" status.

e. Police members on regular off days shall not be subject to random drug testing.

f. A physician designated by the Chief of police shall examine any police member selected for testing who claims inability to participate due to medical reason(s). The physician shall determine if such member may be excused from the test. If such member is excused from a scheduled test, he/she shall be rescheduled for testing as soon as possible, irrespective of any random sampling selection.

g. Random testing will use the hair test methodology.

770.25 METHOD OF DRUG TESTING

Members will be advised to report for hair or urine drug testing by the issuance of Form PD-39 "*Drug Test Order"* with the reason for the order marked at the top of the form. Members will report to the designated testing location immediately after notification and will be required to present picture identification (police ID and/or WI ID) to confirm identity.

A. PROCEDURE FOR URINE TESTING

1. The member will be instructed to initial and sign paperwork associated with the collection of the urine sample. Members will receive instruction

from the collection technician on precise procedures which must be followed when providing the urine sample.

2. The member will be taken to a private restroom where a coloring agent will be or has already been introduced into the toilet basin/reservoir. Any other sources of water will be secured or monitored by the collection site to prevent the intentional dilution of the specimen.

3. Members are not to flush the toilet unless instructed to do so by the collection technician.

4. The urine sample (of at least 60 milliliters of urine) will be split (split sample) and held in the event a member challenges the test results or further testing is required.

5. When a member appears unable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The member shall be permitted no more than three (3) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the member to encourage urination.

6. When the Department or collection technician has articulable evidence to suggest a urine sample may have been **adulterated, substituted,** or was an **out-of-range temperature** specimen, an additional urine sample will be collected using the direct observation collection method. When a direct observation collection is required, the member will be taken to a private bathroom stall with only the member and a same sex observer present, the observer will request the member to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer – by turning around – that the member does not have a prosthetic device. After the observer has determined that the member does not have such a device, the observer will allow the member to return clothing to its proper position and then conduct the direct observation collection.

B. HAIR TESTING

1. Completing the Test Request Form (TRF)

The TRF is a pre-printed form that is coded specifically to the Department. The collection personnel shall fill out the form in the presence of the test subject. The TRF includes information such as the collector's identity, the test subject's Identification Number, and where

the sample was collected (ex., crown of head, nape of the neck). The primary location for hair collection shall be the head.

2. Completing the Sample Acquisition Cards (SAC)

   The SAC is a card that will hold the hair sample during transportation. A foil used for collection is included with each card. These steps may occur prior to or after the collection of the hair sample and shall be completed in the presence of the test subject.

   a. The collection technician shall sign and date the SAC's. The collection personnel shall write the test subject's Identification Number on each SAC. This number must match the number listed on the TRF.

   b. The collection technician shall place the bar code from the TRF on the SAC to ensure the documents are identified with one another.

3. Collecting the Hair Sample

   1. The collection technician shall complete each of the following steps in the presence of the test subject.

      a. The collection technician will cut three (3) samples as close to the skin as possible.

      b. Each sample will be individually placed in separate laboratory supplied SAC and sealed by the collection technician in the presence of the test subject. These cards will be placed in separate plastic bags, sealed by the collection technician, and initialed and dated by the test subject.

      c. Two (2) hair samples will be forwarded to the contracted laboratory for analysis.

      d. The third hair sample will be held in the event the testing subject challenges the test results or further testing is required.

      e. In the event that the test subject is unable to provide an adequate hair sample as required in this procedure, the collection of alternate specimen(s) to complete the drug screening shall be performed. The specimens will be

collected from prescribed locations in this order: head, arms, legs, underarms, chest, or pubic region. Failure to comply with an order to provide a specimen will be considered a refusal of the test and grounds for discharge.

f. In cases where the test subject has a pre-existing medical condition, (ex., androgenetic alopecia or has undergone chemotherapy treatment), which prevents or inhibits growth of bodily hair, the commanding officer of PPD, with the approval of the Chief of Police, may authorize and order a substitution test of urine.

g. The test subject shall complete the Donor Certification section of the TRF that includes the member's name and contact telephone number. In the comments section, the donor may provide additional information for the Medical Review Officer (MRO), (ex., use of prescription medicine or additional phone numbers where the MRO can contact the member if the need arises).

h. The copy of the TRF that contains the Donor Certification section shall be separated from the TRF and placed in a sealed envelope addressed to the MRO. The test subject shall initial and date the sealed envelope. The sealed envelope shall be kept in a secured area until sent to the MRO, at the next regularly scheduled pick-up using an overnight carrier.

i. The collection technician shall place the SAC and a copy of the TRF into the collection pouch and seal the pouch.

j. The test subject shall initial and date the collection pouch in the space provided.

4. Storing and Shipping the Sample

The sealed collection pouch shall be kept in a secured area until sent to the laboratory, at the next regularly scheduled pick-up using an overnight carrier.

a. The sample(s) shall be tested at a city contracted licensed laboratory that is certified to perform hair testing.

770.30 DRUGS TESTED

A. URINE

Members undergoing urine testing shall be tested for all of the following substances:

Amphetamines (Includes substances known as: Speed, Uppers, etc.)

Cannabinoids (Includes substances known as: Marijuana, Hashish, etc.)

Cocaine (Includes Crack)

Opiates (Includes substances known as: Heroin, Codeine, Morphine, etc.)

Phencyclidine (Includes substances known as: PCP, Angel Dust, etc.)

1. DRUG CUT-OFF LEVELS FOR URINE TESTING

   a. The listing represents the urine screening and confirmatory test cut-off levels of the Department.

   b. The Department may change the test cut-off levels, and add or delete drugs screened, as changes in technology or other considerations warrant identification of these, or other substances at other concentrations. The Department will provide at least a 30-day notice of any change in test cut-off levels or any modifications to the tested substance list.

Drug Tested	**Urine Initial Test Cut-Off Concentration**
Cocaine	300 ng/ml
Opiates	2000 ng/ml
PCP	25 ng/ml
Amphetamine	1000 ng/ml
Marijuana	50 ng/ml

Drug Tested	Urine Confirmatory Test Cut-off Concentration
Cocaine[1]	150 ng/ml
Opiates	Morphine 2000 ng/ml Codeine 2000 ng/ml 6-Acetylmorphine[2] 10 ng/ml
PCP	25 ng/ml
Amphetamine	Amphetamine 500 ng/ml Methamphetamine[3] 500 ng/ml
Marijuana[4]	15 ng/ml

1 Benzoylecgonine.
2 Test for 6-AM when the morphine concentration is greater than or equal to 2,000 ng/ml.
3 Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.
4 Delta-9-tetrahydrocannabinol-9-carboxylic acid.

Note: Nothing herein shall prohibit the Chief of Police from amending the list of substances tested in urine, so long as the added substance is one for which SAMHSA/DHHS has adopted a quantitative standard for a positive urine test finding for the substance; the Department will notify the applicable labor associations of amendments to this list of substances.

B. HAIR

Members undergoing hair testing shall be tested for all of the following substances:

Amphetamines (Includes substances known as: Speed, Uppers, Methamphetamine, Ecstasy MDMA & MDEA, etc.)

Cannabinoids (Includes substances known as: Marijuana, Hashish, etc.)

Cocaine (Includes Crack)

Opiates (Includes substances known as: Heroin, Codeine, Morphine, Oxycodone, and Hydrocodone, etc.)

Phencyclidine (Includes substances known as: PCP, Angel Dust, etc.)

1. DRUG CUT-OFF LEVELS FOR HAIR TESTING

   a. The listing represents the hair screening and confirmatory test cut-off levels of the Department.

Cut-Off Levels	***RIAH***	GC/MS	**Safety-Net**
Cocaine	5ng/10mg	5ng/10mg	2ng/10mg
Opiates	5ng/10mg	5ng/10mg	2ng/10mg

PCP	3ng/10mg	3ng/10mg	1ng/10mg
Amphetamine	5ng/10mg	5ng/10mg	2ng/10mg
Marijuana	1ng/1gm	1pg/10mg	2pg/10mg

b. The Department may change the test cut-off levels, and add or delete drugs screened, as changes in technology or other considerations warrant identification of these, or other substances at other concentrations. The Department will provide at least a 30-day notice of any change in test cut-off levels or any modifications to the tested substance list.

c. Since the controlled substances listed above were not meant to be all inclusive of the federally designated drugs subject to abuse, the Department reserves the right, in reasonable suspicion cases, to perform analysis for additional controlled substances (Schedules 1 through 5), provided forensic analytical techniques, (e.g., gas chromatography / mass spectrometry), have been established at the city contracted laboratory.

d. Cut-off levels for drugs not listed above will be at the point of quantitation.

770.35 PRESCRIPTION DRUGS

Many prescription drugs can alter or affect drug tests. It is the member's responsibility to inform the collection technician at the testing site if the member is currently taking or has taken any prescription medication in the past 120 days. Prescription medication should be documented by either the collection technician or by the member on the paperwork at the time of testing.

Below are the known prescription medications which may trigger a positive drug test result. Due to the large number of brand names and the constant marketing of new products, this list cannot be and is not intended to be all-inclusive.

Amphetamines: Pbetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine, HCI topical solution (Roxanne).

Phencyclidine: Not legal by prescription.

Opiates: Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.

770.40 TEST RESULTS

All drug test results, which show a positive result, shall be reviewed by an authorized MRO prior to the transmission of the test results to the commanding officer of the Professional Performance Division.

The duties of the MRO, with respect to positive test results, are to review and interpret confirmed, positive test results obtained through the Department's hair and/or urine testing program. In carrying out this responsibility, the MRO shall examine alternative medical explanations for any positive test result. This action may include conducting a medical interview and review of the member's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested member when a positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results for hair or urine samples that are not obtained or processed in accordance with the procedures set forth herein.

Note: For urine tests, the MRO will investigate cases where urine test results are returned as adulterated, invalid, or substituted. If the MRO's investigation cannot identify a legitimate or valid medically substantiated reason for one of the above test results, the test will be considered a refusal to test.

1. Prior to making a final decision to verify a positive test result for a member, the MRO shall give the member an opportunity to discuss the test result with them. For example, there may be a legitimate positive test result for the use of legally prescribed or dispensed medication such as codeine for coughs, narcotic analgesics for pain, tetrahydrocannobinol for cancer, cocaine as a vasoconstrictive anesthetic, etc. It is important to note that it is highly unlikely that a medically acceptable explanation will be found for the presence of cocaine or marijuana.

2. The MRO shall contact the member directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and a medically licensed or certified staff person may gather information from

the member. Except as provided in paragraph 4 of this section, the MRO shall talk directly with the member before verifying a test as positive.

3. If after making all reasonable efforts and documenting them, the MRO is unable to reach the member directly, the MRO shall contact the Professional Performance Division, who shall make arrangements to contact the member and direct them to contact the MRO as soon as possible. If it becomes necessary to reach the member through PPD, they shall employ procedures that ensure, to the maximum extent practicable, that the requirement that the member contact with the MRO is held in confidence.

4. The MRO may verify a test result as positive without having communicated directly with the member in three circumstances.

   a. If the member expressly declines the opportunity to discuss the test result, the test shall be reported as positive.

   b. If PPD has successfully made and documented contact with the member, instructed the member to contact the MRO, more than three (3) calendar days have passed since the date the member was successfully contacted by PPD and the member has not contacted the MRO, the test shall be reported as positive.

   c. If, after making all reasonable efforts and documenting them, PPD has not been able to contact the member and ten (10) calendar days have passed since PPD's first documented attempt to contact the member, the test shall be reported as positive.

5. The MRO shall report to PPD any samples that were not suitable for testing. When PPD receives a test result that indicates a specimen was an inadequate specimen and/or was not testable for any other reason, PPD shall contact the member and require him/her to provide another specimen.

6. The MRO shall report whether the verified test result is positive or negative to PPD. If the MRO, in his/her sole medical opinion, concludes there is a legitimate medial explanation for the positive test result, the MRO shall report the test result as negative to PPD.

7. Negative test specimen's will not be retained; instead they will be destroyed according to the contracted laboratory's protocol.

8. PPD shall officially notify each member who receives a confirmed positive test result. Upon this official notification, the provisions of 770.50 shall apply.

770.45 SAFETY-NET TESTING

If a member receives a positive, confirmed hair or urine test result, the member may request a safety-net test be conducted. For urine tests, the split sample will be tested. For hair tests, the retained sample will be tested. Safety-net tests must be performed under the same or more stringent procedures as recommended by the test manufacturer.

1. To request the safety-net test, the member must submit a written request to the commanding officer of PPD within 72 hours of being notified of the positive test result. PPD shall arrange the appropriate safety-net testing as soon as administratively possible. The member must pay for all costs associated with the applicable safety-net testing and for the MRO review.

   a. Upon the challenge of a urine test, the split sample retained by the testing laboratory for use by the member shall be forwarded by the testing laboratory to a SAMHSA/DHHS certified laboratory selected by the member from a list of such laboratories designated by the City. Testing of split samples shall be conducted pursuant to the retesting provision described in SAMHSA/DHHS guidelines.

   b. Upon the challenge of a hair test, the hair sample retained by the collection agent for use by the member shall be forwarded by the testing laboratory to an **FDA approved hair testing laboratory** of the member's choice.

2. If the result of the safety-net test is negative, the member's police powers shall be re-instated as soon as administratively possible and they shall be reimbursed for all costs associated with the safety-net test, including the MRO review.

770.50 DISCIPLINARY ACTION

1. A civilian or police member who has taken a drug test based on either an ordered reasonable suspicion or critical incident drug test shall not be subject to disciplinary action until the Department receives the test results. During that period, however, a police member may be suspended with pay and civilian members may be suspended without pay. Suspensions shall be accomplished most discreetly and, whenever possible, without advising other members of the reasons.

2. The Chief shall administer all discipline involving a civilian or police member who has an MRO verified confirmed positive test for drug use or for members who were considered to have refused testing; such discipline may include discharge from the Department. A challenge to a confirmed positive

test result by a member shall not affect or delay the effective date of discipline imposed against the member pursuant to this section.

3. The Department's position is that any member who tests positive for illicit or illegal drugs in violation of this standard operating procedure should be discharged from the Department.

770.55 EXCLUSION OF TEST RESULTS FROM CRIMINAL PROCEEDINGS

Drug test results obtained through the Milwaukee Police Department Drug Testing Program may not be used as evidence against a member in a criminal or in a municipal ordinance violation proceeding.

770.60 CONFIDENTIALITY

A. Except as provided in 770.60 (B) below, there shall be no dissemination of an individual member's drug test results (including documentation or information contained therein) to the public.

B. The provisions of 770.60 (A) hereof, shall not apply to an individual member's drug test results in the following circumstances:

(1) Disciplinary hearings, or appeals therefrom, occasioned by such individual member's drug test results.

(2) Non-disciplinary administrative hearings, or appeals therefrom, when such individual member's drug test results would be relevant to such hearings/appeals.

770.65 USE OF PRESCRIPTION MEDICATIONS / DRUGS WHILE AT WORK

1. Members shall always be fit for duty during work hours. Members using prescription medication, **which may have an effect on a member's decision making, judgment, or physical ability** shall provide medical documentation indicating the member is authorized to work while using the medication(s). The member shall report such use as soon as practicable to the their on-duty shift commander or immediate supervisor.

2. The shift commander or immediate supervisor, upon being notified a member is using a prescription medication as outlined in 770.65(1), will notify the Medical Section as soon as practicable. The shift commander or immediate supervisor shall obtain all the necessary information from the member and provide it for Medical Section review.

3. The Medical Section will then notify the shift commander or immediate supervisor as to whether the member will be full duty, limited duty, or be required to leave the workplace altogether. A member required to leave the workplace will be responsible for completing the necessary sick or injury leave forms. The Medical Section will provide guidance in this area.

4. Written authorization from a certified medical physician must be submitted to the member's shift commander or immediate supervisor upon the member's return to work. If the Medical Section believes a second medical opinion is warranted, the member may be ordered to submit to a fitness for duty exam at Department expense.