

AGREEMENT

Between

CITY OF MILWAUKEE

and

THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21

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

EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

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and  
MILWAUKEE POLICE ASSOCIATION, LOCAL #21

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1 AGREEMENT  
2 Between  
3 CITY OF MILWAUKEE  
4 and  
5 THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21  
6 I.U.P.A., AFL-CIO

7  
8 EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2019  
9

10 PREAMBLE  
11

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

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

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

## 7 **ARTICLE 1**

### 8 **DURATION OF AGREEMENT AND TIMETABLE**

- 9 1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2018, and ending  
10 at 12:01 a.m. on January 1, 2020. This Agreement will terminate on January 1, 2020,  
11 unless the parties hereto both agree to extend it beyond that date.
- 12 2. Not earlier than June 15, 2019, nor later than July 1, 2019, the Association shall give the  
13 City Labor Negotiator written notice in accordance with the NOTICES Article of this  
14 Agreement, indicating areas in a succeeding Labor Contract in which changes are  
15 requested; conferences and negotiations shall be carried on by the parties hereto beginning  
16 30 calendar days following the date such notice is provided.
- 17 3. Any matter which directly or indirectly relates to wages, hours or conditions of  
18 employment, or which relates to other matters, whether the same are specifically covered  
19 by this Agreement or not will not be a subject for bargaining during the term of this  
20 Agreement, provided, however, this item is subject to the provisions of the WAIVER OF  
21 FURTHER BARGAINING Article of this Agreement.

## 22 **ARTICLE 2**

### 23 **RECOGNITION**

- 24 1. Except as provided in subsection 2, below, the Association is recognized as the exclusive  
25 bargaining agent for employees in active service and in the following classifications:

26 Detective  
27 Police Officer

- 1 Forensic Investigator
- 2 Forensic Video Examiner
- 3 Chief Document Examiner
- 4 Chief Latent Print Examiner
- 5 Document Examiner
- 6 Police Alarm Operator
- 7 Police Matron
- 8 Custodian of Police Property and Stores
- 9 Assistant Custodian of Police Property and Stores
- 10 Narcotics Control Officer
- 11 Police Electronic Technician
- 12 Police Audio-Visual Specialist
- 13 Court Liaison Officer
- 14 Latent Print Examiner
- 15 Computer Aided Dispatch System Specialist
- 16 Police Data Communications Specialist
- 17 Identification Systems Specialist
- 18

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

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

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

35 4. In the event new positions not now covered by the recognition provisions of this  
36 Agreement are created by the City through action of the Common Council and said  
37 positions would be embraced within the bargaining unit, provided the City and

1 Association agree that the new positions(s) should be embraced within the bargaining unit,  
2 then the employees appointed to such positions shall be deemed part of such bargaining  
3 unit and shall be represented by the bargaining unit and they shall also be covered by the  
4 Agreement between the Association and the City.

### 5 **ARTICLE 3**

#### 6 **ORDINANCE AND RESOLUTION REFERENCES**

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

### 17 **ARTICLE 4**

#### 18 **SUBJECT TO CHARTER**

19 In the event that the provisions of this Agreement or application of this Agreement  
20 conflicts with the legislative authority which devolves upon the Common Council of the City of  
21 Milwaukee as more fully set forth in the provisions of the Milwaukee City Charter, Section  
22 62.50, Wisconsin Statutes, 1977, and amendments thereto, pertaining to the powers, functions,  
23 duties and responsibilities of the Chief of Police and the Board of Fire and Police Commissioners  
24 or the Municipal Budget Law, Chapter 65, Wisconsin Statutes, 1971, or other applicable laws or  
25 statutes, this Agreement shall be subject to such provisions.

1 **ARTICLE 5**

2 **MANAGEMENT RIGHTS**

- 3 1. The Association recognizes the right of the City, the Chief of Police and the Board of Fire  
4 and Police Commissioners to operate and manage their affairs in all respects in  
5 accordance with the laws of Wisconsin, ordinances of the City, Constitution of the United  
6 States and Section 111.70 of the Wisconsin Statutes. The Association recognizes the  
7 exclusive right of the Board of Fire and Police Commissioners and/or the Chief of Police  
8 to establish and maintain departmental rules and procedures for the administration of the  
9 Police Department during the term of this Agreement provided that such rules and  
10 procedures do not violate any of the provisions of this Agreement.
- 11 2. The City has the exclusive right and authority to schedule overtime work as required in  
12 the manner most advantageous to the City. The City shall have the sole right to authorize  
13 tradeoffs of work assignments.
- 14 3. It is understood by the parties that every incidental duty connected with operations  
15 enumerated in job descriptions is not always specifically described; nevertheless, it is  
16 intended that all such duties shall be performed by the employee.
- 17 4. The City reserves the right to discipline or discharge for cause; except that discharge of a  
18 probationary employee in the Police Officer position classification shall not have to be for  
19 cause. The City reserves the right to lay off personnel of the department.
- 20 5. The City shall determine work schedules and establish methods and processes by which  
21 such work is performed.
- 22 6. The City shall not impose furlough days during calendar years 2018 and 2019. This  
23 provision shall sunset December 31, 2019.
- 24 7. The City shall have the right to transfer employees within the Police Department in a  
25 manner most advantageous to the City.
- 26 8. Except as otherwise specifically provided in this Agreement, the City, the Chief of Police  
27 and the Fire and Police Commission shall retain all rights and authority to which by law

1 they are entitled.

2 9. The City shall have the exclusive authority to transfer any or all of the operations of the  
3 Milwaukee Police Department now conducted by it to another unit of government and  
4 such transfer shall not require any prior negotiations or the consent of any group,  
5 organization, union or labor organization whatsoever.

6 10. The City shall have the authority without prior negotiations to consolidate the operations  
7 of two or more departments, or the operations within a department, or to reorganize within  
8 departments.

9 11. The Association recognizes that the City has statutory and charter rights and obligations in  
10 contracting for matters relating to municipal operations. The right of contracting or  
11 subcontracting is vested in the City.

12 12. The Association pledges cooperation to the increasing of departmental efficiency and  
13 effectiveness. Any and all rights concerning the management and direction of the Police  
14 Department and the police force shall be exclusively the right of the City unless otherwise  
15 provided by the terms of this Agreement as permitted by law.

## 16 **ARTICLE 6**

### 17 **PROBATIONARY EMPLOYEES**

18 1. Prior to the start of his/her field training at the Police Training Academy, a probationary  
19 employee in the Police Officer job classifications who commences recruit training at the  
20 Police Training Academy shall not be covered by the GRIEVANCE AND  
21 ARBITRATION PROCEDURE Article of this Agreement in differences involving  
22 matters of Departmental discipline or discharge; after the start of field training, such  
23 probationary employee shall not be covered by such Article in differences involving  
24 matters of his/her discharge.

25 2. The duration of employee probationary periods shall be sixteen (16) months.

26 3. For employee probationary period requests from the Chief of Police to the Fire and Police  
27 Commission made on or after May 16, 1995 the following procedure shall apply:

- 1 a. Copies of the Chief's letter to the Fire and Police Commission requesting an  
2 extension of an employee's probationary period will be forwarded to the employee  
3 who is the subject of the request and to the Association prior to the Commission  
4 meeting at which the Chief's request is to be discussed; and
- 5 b. At the meeting of the Fire and Police Commission wherein the matter of the  
6 extension is discussed, the affected employee will be given the opportunity to be  
7 heard if he or she so desires. A representative of the Association may also appear  
8 and be heard on behalf of the employee, if the employee so requests, and/or on  
9 behalf of the Association.

10 **ARTICLE 7**

11 **GRIEVANCE AND ARBITRATION PROCEDURE**

12 During the term of the 2018-2019 City-Association Agreement, if any change to §62.50, Wi.  
13 Stats. is enacted that affects the ability of the Association to arbitrate discipline, the parties shall  
14 enter into immediate collective bargaining negotiations for the purpose of arriving at mutually  
15 satisfactory modifications to Article 7 only.

16 I. GRIEVANCE PROCEDURE

17 A. GRIEVANCES

18 1. Differences involving the interpretation, application or enforcement of the  
19 provisions of this Agreement or the application of a rule or regulation of the  
20 Milwaukee Police Department affecting wages, hours, or conditions of  
21 employment shall constitute a grievance under the provisions set forth  
22 below. Matters of departmental discipline involving application of the rules  
23 or regulations of the Milwaukee Police Department which are not subject to  
24 appeal to the Board of Fire and Police Commissioners, shall constitute a  
25 grievance under the aforementioned provisions and matters of departmental  
26 discipline involving application of the rules or regulations of the Chief of  
27 Police which are subject to appeal to the Board of Fire and Police

1 Commissioners shall not constitute a grievance under the aforementioned  
2 provisions. Matters involving approval of medical (or dental) insurance  
3 claims filed by an employee, or medical (or dental) insurance claims filed  
4 by an employee on behalf of his/her dependents, shall not constitute a  
5 grievance under the aforementioned provisions.

6 Obligations of the City under Chapter 65, Wisconsin Statutes, and any  
7 pension matter under the exclusive jurisdiction or control of any duly  
8 constituted pension board shall not constitute a grievance under the  
9 provisions aforementioned.

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

25 3. All grievances and grievance appeals shall set forth the provision of the  
26 Agreement and/or the rule or regulation of the Chief of Police under which  
27 the grievance was filed. All appeals of duly filed grievances not submitted  
28 by the Association or employee (hereinafter referred to as "member")

1 within the time limit specified shall be termed abandoned grievances and as  
2 such shall be considered as being resolved in favor of the City and not  
3 subject to provisions of this GRIEVANCE AND ARBITRATION  
4 PROCEDURE. By mutual agreement, the parties may waive any of the  
5 steps contained in this GRIEVANCE AND ARBITRATION  
6 PROCEDURE. With the consent of the Association, the City Labor  
7 Negotiator may waive any of the steps contained in this GRIEVANCE  
8 AND ARBITRATION PROCEDURE for grievances involving economic  
9 matters; this waiver provision shall not apply to grievances over matters of  
10 Departmental discipline.

- 11 4. In the event the Chief or Department takes a particular action which, in the  
12 Association's view, results in a violation of the agreement and such action  
13 adversely affects a number of members under circumstances that are  
14 essentially identical, the MPA grievance committee may file a group  
15 grievance on their behalf at the second step, within 15 calendar days of the  
16 occurrence of the incident leading to such grievance. The group grievance  
17 shall identify by name, all members alleged to have been adversely affected  
18 by such action. If the MPA grievance committee is unable to identify all  
19 members of the group, by name, within the time limit allowed for the filing  
20 of grievances, it shall specify those facts which cause the adversely affected  
21 members to be identically situated in its view. Before responding to the  
22 grievance, the Department shall provide the Association with information  
23 or access to information reasonably necessary for the Association to  
24 identify the members covered by the group grievance. The Association  
25 must identify all members covered by the group grievance before appealing  
26 it to arbitration. Alleged violations occurring after the occurrence of the  
27 incident giving rise to the group grievance shall not be considered to be  
28 covered by the group grievance, even if the facts are alleged to be

1 essentially identical. In such a case, separate grievances or group  
2 grievances must be timely filed in order to be considered. Nothing herein is  
3 intended to preclude the parties from agreeing to consolidate grievances and  
4 group grievances for purposes of arbitration.

- 5 5. The aggrieved member shall reduce his/her grievance to writing on a  
6 provided numbered form and shall present such written grievance to the  
7 Association. The Association shall meet with the grievant and if the  
8 grievant so desires and the Association so determines, the Association shall  
9 submit the written grievance to the Personnel/Administration Bureau within  
10 fifteen (15) calendar days of the occurrence of the incident leading to the  
11 grievance. Therein, a request shall be made for a meeting with the Chief of  
12 Police to consider the grievance. The Chief of Police and the Chief's Panel  
13 together with the MPA Grievance Committee Chairman, or his/her designee  
14 who shall be a member of the MPA bargaining unit, shall meet at a  
15 mutually agreeable time. The grievant shall be entitled to be present at such  
16 appeal meeting and shall have the right to be represented by the Grievance  
17 Committee Chairman, or his/her designee who shall be a member of the  
18 MPA bargaining unit, and the parties shall discuss the grievance in good  
19 faith and attempt to resolve the matter. Within thirty (30) calendar days of  
20 receipt of the written appeal to the grievance, unless the time period is  
21 mutually extended by the parties, the Chief shall, in writing, advise the  
22 Chairman of the MPA Grievance Committee and the grievant as to the  
23 Chief's decision with respect to the grievance. If the grievance is not settled  
24 the Association may proceed to final and binding arbitration as hereinafter  
25 provided.

## 26 II. GRIEVANCE ARBITRATION

- 27 A. Final and binding arbitration may be initiated by serving upon the Chief of Police  
28 and City Labor Negotiator a notice in writing of an intent to proceed to final and

1 binding arbitration within 30 calendar days of receipt of the Chief's decision. Said  
2 notice shall identify the grievance and the employees involved.

3 B. The parties shall have one hundred twenty (120) calendar days following the  
4 receipt of such written notice to agree upon the selection of an arbitrator, If the  
5 parties cannot agree upon an arbitrator within the allotted timeframe, the  
6 Association shall, within thirty (30) calendar days, request, in writing, the  
7 Wisconsin Employment Relations Commission to submit a list of five (5) ad hoc  
8 arbitrators to both parties. The parties shall, within seven (7) calendar days of the  
9 receipt of said list, select the arbitrator by alternately striking names from the list  
10 until one name remains. Such person shall then become the arbitrator. Failure to  
11 make a request to the Wisconsin Employment Relations Commission for an ad hoc  
12 arbitrator panel within the said period of time shall constitute a settlement of the  
13 grievance.

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

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

27 E. The arbitrator shall expressly confine himself/herself to the precise issues  
28 submitted for arbitration and shall have no authority to determine any other issue

1 not so submitted to him/her or to submit observations or declarations of opinion  
2 which are not directly essential in reaching the determination.

3 F. In reviewing any difference over application of a departmental rule or regulation  
4 under this grievance and arbitration procedure, the arbitrator shall take into account  
5 the special statutory responsibilities granted to the Chief of Police under Section  
6 62.50, Wisconsin Statutes, 1977. The arbitrator shall not impair the ability of the  
7 Chief of Police to operate the Department in accordance with the Statutory  
8 responsibilities under Section 62.50, Wisconsin Statutes, 1977, nor shall he/she  
9 impair the authority of the Chief of Police to maintain, establish and modify rules  
10 and regulations for the operation of the Police Department, provided such rules and  
11 regulations are not in violation of the specific provisions of this Agreement. In  
12 addition, the arbitrator shall not prohibit the Chief of Police from executing  
13 Departmental rules and regulations in a fair and equitable manner.

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

19 H. For the purpose of receiving testimony and evidence, the provisions of Section  
20 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award  
21 shall be reduced to writing and shall be subject to Sections 788.08 through and  
22 including 788.15 of the Wisconsin Statutes. All other sections and provisions of  
23 Chapter 788 are hereby expressly negated and of no force and effect in any  
24 arbitration under this Agreement.

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

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

2 **ARTICLE 8**

3 **PROHIBITION OF STRIKES AND LOCKOUTS**

4 1. The Association pledges itself to make every effort to maintain unimpaired the police  
5 service and protection of the community. It shall not cause, condone, counsel or permit its  
6 members, or any of them, individually or in concert, to strike, slow down, disrupt, impede  
7 or otherwise impair the normal functions of the Department.

8 2. Should one or more members of the bargaining unit, during the term of this Contract or  
9 any extension thereof, breach the obligations of Subsection 1, the City Labor Negotiator  
10 shall immediately notify the officers of the Association that a prohibited action is in  
11 progress.

12 3. The Association shall forthwith, and in any event, within twelve (12) hours, by the senior  
13 responsible officer of the Association, disavow said strike, shall order its member or  
14 members in writing to return to work or cease the prohibited activity and provide the City  
15 Labor Negotiator with a copy of its order, or alternatively accept the responsibility for the  
16 strike.

17 4. If the Association disavows the prohibited activity, the City shall not hold the Association  
18 financially responsible and the Association shall interpose no defense to the City's  
19 imposition of such penalties or sanctions as the City may assess against the participants.  
20 Such penalties may include:

- 21 a. Discharge
- 22 b. Loss of Compensation, vacation benefits and holiday pay.

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

24 **ARTICLE 9**

25 **DEFINITIONS**

26 1. "Active Service"

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

7 2. "Length of Service"

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

17 3. "Employees Covered By This Agreement"

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

21 Police Officer  
22 Detective  
23 Forensic Investigator  
24 Document Examiner  
25 Police Alarm Operator  
26 Police Matron  
27 Assistant Custodian of Police Property and Stores  
28 Police Electronic Technician  
29 Chief Document Examiner  
30 Custodian of Police Property and Stores  
31 Narcotics Control Officer  
32 Police Audio-Visual Specialist  
33 Court Liaison Officer  
34 Latent Print Examiner  
35 Computer Aided Dispatch System Specialist

1 Police Data Communications Specialist  
2 Identifications Systems Specialist  
3

- 4 4. "Employees," as used herein shall mean employees covered by this agreement as  
5 hereinbefore defined.  
6 5. "City," as used herein, shall include any person, agent or instrumentality acting on behalf  
7 of the City within the scope of its authority, express or implied.

8 **ARTICLE 10**

9 **BASE SALARY**

- 10 I. The biweekly rates of pay for 2018 and 2019 for those employees hired prior to October 3,  
11 2011 shall be as follows:  
12 • Effective PP 1, 2018 a 2.0% across the board increase over the PP 26, 2017 rates of  
13 pay  
14 • Effective PP 1, 2019 a 2.0% across the board increase over the PP 26, 2018 rates of  
15 pay  
16 II. The biweekly rates of pay for 2018 and 2019 for those employees hired on or after October 3,  
17 2011 shall be as follows:  
18 • Effective PP 1, 2018 a 2.25% across the board increase over the PP 26, 2017 rates of  
19 pay  
20 • Effective PP 1, 2019 a 2.25% across the board increase over the PP 26, 2018 rates of  
21 pay.

22  
23  
24 A. Bi-weekly rates for employees hired prior to October 3, 2011:

25  
26 Commencing Pay Period 1, 2016, employees hired prior to October 3, 2011 who make the  
27 member contribution in accordance with the provisions of Article 19, paragraph 6, of this  
28 Agreement shall receive a 5.8% pension offset payment. The pension offset payment to the  
29 employee will continue to be made as long as the employee makes the member contribution. If  
30 the employee does not make the member contribution, the 5.8% pension offset payment will no  
31 longer be paid to the employee. The pension offset payment made to such eligible employee  
32 shall be base building and pensionable.

- 33  
34 1. Commencing Pay Period 1, 2018 (December 31, 2017), the biweekly base salary paid to  
35 employees shall be as follows:

- 36  
37 a. Police Officer<sup>1/ 2/</sup>  
38 Police Matron

39 Assistant Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
40			
41			
42	Step 1. \$2,371.65	2,391.06	2,415.32
43	Step 2. \$2,593.96	2,613.40	2,637.65
44	Step 3. \$2,881.66	2,901.05	2,925.31

Step 4.	\$2,992.02	3,011.42	3,035.68	3,045.38
Step 5.	\$3,161.87	3,181.31	3,205.55	3,215.28

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

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

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,074.37	3,093.76	3,118.07
Step 2.	\$3,169.61	3,189.01	3,213.27
Step 3.	\$3,268.92	3,288.32	3,312.58

c. Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,169.61	3,189.01	3,213.27
Step 2.	\$3,268.92	3,288.32	3,312.58
Step 3.	\$3,375.82	3,395.26	3,419.51

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

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,233.32	3,252.73	3,277.01
Step 2.	\$3,358.16	3,377.59	3,401.83
Step 3.	\$3,488.08	3,507.47	3,531.75

e. Police Electronic Technician  
Computer Aided Dispatch System Specialist

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,375.82	3,395.26	3,419.51
Step 2.	\$3,490.30	3,509.72	3,533.99
Step 3.	\$3,604.83	3,624.24	3,648.52

f. Chief Document Examiner  
Identification Systems Specialist

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,490.30	3,509.72	3,533.99
Step 2.	\$3,604.83	3,624.24	3,648.52
Step 3.	\$3,719.43	3,738.82	3,763.13

g. Police Audio Visual Specialist

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,358.16	3,377.59	3,401.83
Step 2.	\$3,488.08	3,507.47	3,531.75
Step 3.	\$3,623.13	3,642.53	3,666.79

Step 4.	\$3,763.56	3,782.96	3,807.23	3,816.92
Step 5.	\$3,909.45	3,928.86	3,953.11	3,962.81
Step 6.	\$4,061.32	4,080.75	4,105.02	4,114.72

2. Commencing Pay Period 1, 2019 (December 30, 2018), the biweekly base salary paid to employees shall be as follows:

a. Police Officer<sup>1/2/</sup>

Police Matron

Assistant Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,419.08	2,438.88	2,463.63
Step 2.	\$2,645.84	2,665.67	2,690.40
Step 3.	\$2,939.29	2,959.07	2,983.82
Step 4.	\$3,051.86	3,071.65	3,096.39
Step 5.	\$3,225.11	3,244.94	3,269.66

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

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

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

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,135.86	3,155.64	3,180.43
Step 2.	\$3,233.00	3,252.79	3,277.54
Step 3.	\$3,334.30	3,354.09	3,378.83

c. Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,233.00	3,252.79	3,277.54
Step 2.	\$3,334.30	3,354.09	3,378.83
Step 3.	\$3,443.34	3,463.17	3,487.90

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

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,297.99	3,317.78	3,342.55
Step 2.	\$3,425.32	3,445.14	3,469.87
Step 3.	\$3,557.84	3,577.62	3,602.39

e. Police Electronic Technician  
Computer Aided Dispatch System Specialist

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$3,443.34	3,463.17	3,487.90

1	Step 2.	\$3,560.11	3,579.91	3,604.67	3,614.56
2	Step 3.	\$3,676.93	3,696.72	3,721.49	3,731.37

3					
4	f.	Chief Document Examiner			
5		Identification Systems Specialist			
6			Associate's Degree	Bachelor's Degree	Master's Degree
7			or 64 Credits		or Higher
8	Step 1.	\$3,560.11	3,579.91	3,604.67	3,614.56
9	Step 2.	\$3,676.93	3,696.72	3,721.49	3,731.37
10	Step 3.	\$3,793.82	3,813.60	3,838.39	3,848.28

11					
12	g.	Police Audio Visual Specialist			
13			Associate's Degree	Bachelor's Degree	Master's Degree
14			or 64 Credits		or Higher
15	Step 1.	\$3,425.32	3,445.14	3,469.87	3,479.76
16	Step 2.	\$3,557.84	3,577.62	3,602.39	3,612.29
17	Step 3.	\$3,695.59	3,715.38	3,740.13	3,750.03
18	Step 4.	\$3,838.83	3,858.62	3,883.37	3,893.26
19	Step 5.	\$3,987.64	4,007.44	4,032.17	4,042.07
20	Step 6.	\$4,142.55	4,162.37	4,187.12	4,197.01

21  
22  
23 B. Bi-weekly rates for employees hired on or after October 3, 2011:

24  
25  
26 1. Commencing Pay Period 1, 2018 (December 31, 2017), the biweekly base salary paid to  
27 employees shall be as follows:

28					
29	a.	Police Officer <sup>1/ 2/</sup>			
30		Police Matron			
31		Assistant Custodian of Police Property and Stores			
32			Associate's Degree	Bachelor's Degree	Master's Degree
33			or 64 Credits		or Higher
34	Academy	\$1,685.18			
35	Step 1.	\$2,246.91	2,265.31	2,288.29	2,297.49
36	Step 2.	\$2,457.55	2,475.94	2,498.93	2,508.11
37	Step 3.	\$2,730.10	2,748.49	2,771.46	2,780.64
38	Step 4.	\$2,834.64	2,853.03	2,876.01	2,885.22
39	Step 5.	\$2,995.58	3,013.98	3,036.97	3,046.15

40  
41 <sup>1/</sup> Receives \$20.00 additional biweekly while assigned to motorcycle duty in  
42 accordance with MOTORCYCLE PAY provision of the labor contract.

43 <sup>2/</sup> Upon graduation from the Academy an employee shall move to step 1.

44					
45	b.	Court Liaison Officer			
46		Forensic Investigator			
47		Narcotics Control Officer			
48		Police Alarm Operator			
49			Associate's Degree	Bachelor's Degree	Master's Degree
50			or 64 Credits		or Higher
51	Step 1.	\$2,912.66	2,931.05	2,954.06	2,963.25
52	Step 2.	\$3,002.90	3,021.28	3,044.26	3,053.46
53	Step 3.	\$3,096.99	3,115.36	3,138.36	3,147.53

54					
55	c.	Custodian of Police Property and Stores			
56			Associate's Degree	Bachelor's Degree	Master's Degree

1			or 64 Credits		or Higher
2	Step 1.	\$3,002.90	3,021.28	3,044.26	3,053.46
3	Step 2.	\$3,096.99	3,115.36	3,138.36	3,147.53
4	Step 3.	\$3,198.28	3,216.66	3,239.67	3,248.85

5					
6	d.	Detective			
7		Document Examiner			
8		Police Data Communications Specialist			
9		Latent Print Examiner			
10			Associate's Degree	Bachelor's Degree	Master's Degree
11			or 64 Credits		or Higher
12	Step 1.	\$3,063.26	3,081.64	3,104.65	3,113.85
13	Step 2.	\$3,181.52	3,199.93	3,222.90	3,232.10
14	Step 3.	\$3,304.62	3,322.98	3,345.99	3,355.19

15					
16	e.	Police Electronic Technician			
17		Computer Aided Dispatch System Specialist			
18			Associate's Degree	Bachelor's Degree	Master's Degree
19			or 64 Credits		or Higher
20	Step 1.	\$3,198.28	3,216.66	3,239.67	3,248.85
21	Step 2.	\$3,306.71	3,325.11	3,348.10	3,357.31
22	Step 3.	\$3,415.22	3,433.63	3,456.61	3,465.80

23					
24	f.	Chief Document Examiner			
25		Identification Systems Specialist			
26			Associate's Degree	Bachelor's Degree	Master's Degree
27			or 64 Credits		or Higher
28	Step 1.	\$3,306.71	3,325.11	3,348.10	3,357.31
29	Step 2.	\$3,415.22	3,433.63	3,456.61	3,465.80
30	Step 3.	\$3,523.79	3,542.18	3,565.19	3,574.37

31					
32	g.	Police Audio Visual Specialist			
33			Associate's Degree	Bachelor's Degree	Master's Degree
34			or 64 Credits		or Higher
35	Step 1.	\$3,181.52	3,199.93	3,222.90	3,232.10
36	Step 2.	\$3,304.62	3,322.98	3,345.99	3,355.19
37	Step 3.	\$3,432.55	3,450.95	3,473.93	3,483.14
38	Step 4.	\$3,565.60	3,584.00	3,606.97	3,616.18
39	Step 5.	\$3,703.84	3,722.22	3,745.20	3,754.38
40	Step 6.	\$3,847.72	3,866.11	3,889.12	3,898.30

41

42 2. Commencing Pay Period 1, 2019 (December 30, 2018), the biweekly base salary paid to

43 employees shall be as follows:

44					
45	a.	Police Officer <sup>1/2/</sup>			
46		Police Matron			
47		Assistant Custodian of Police Property and Stores			
48			Associate's Degree	Bachelor's Degree	Master's Degree
49			or 64 Credits		or Higher
50	Academy	\$1,723.10			
51	Step 1.	\$2,297.47	2,316.28	2,339.78	2,349.18
52	Step 2.	\$2,512.84	2,531.65	2,555.16	2,564.54
53	Step 3.	\$2,791.53	2,810.33	2,833.82	2,843.20
54	Step 4.	\$2,898.42	2,917.22	2,940.72	2,950.14
55	Step 5.	\$3,062.98	3,081.79	3,105.30	3,114.69

- 1 <sup>1/</sup> Receives \$20.00 additional biweekly while assigned to motorcycle duty in  
 2 accordance with MOTORCYCLE PAY provision of the labor contract.  
 3 <sup>2/</sup> Upon graduation from the Academy an employee shall move to step 1.  
 4

5 b. Court Liaison Officer  
 6 Forensic Investigator  
 7 Narcotics Control Officer  
 8 Police Alarm Operator

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
9 Step 1.	\$2,978.19	3,020.53	3,029.92
10 Step 2.	\$3,070.47	3,112.76	3,122.16
11 Step 3.	\$3,166.67	3,208.97	3,218.35

12 c. Custodian of Police Property and Stores

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
13 Step 1.	\$3,070.47	3,112.76	3,122.16
14 Step 2.	\$3,166.67	3,208.97	3,218.35
15 Step 3.	\$3,270.24	3,312.56	3,321.95

16 d. Detective  
 17 Document Examiner  
 18 Police Data Communications Specialist  
 19 Latent Print Examiner

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
20 Step 1.	\$3,132.18	3,174.50	3,183.91
21 Step 2.	\$3,253.10	3,295.42	3,304.82
22 Step 3.	\$3,378.97	3,421.27	3,430.68

23 e. Police Electronic Technician  
 24 Computer Aided Dispatch System Specialist

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
25 Step 1.	\$3,270.24	3,312.56	3,321.95
26 Step 2.	\$3,381.11	3,423.43	3,432.85
27 Step 3.	\$3,492.06	3,534.38	3,543.78

28 f. Chief Document Examiner  
 29 Identification Systems Specialist

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
30 Step 1.	\$3,381.11	3,423.43	3,432.85
31 Step 2.	\$3,492.06	3,534.38	3,543.78
32 Step 3.	\$3,603.08	3,645.41	3,654.79

33 g. Police Audio Visual Specialist

	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
34 Step 1.	\$3,253.10	3,295.42	3,304.82
35 Step 2.	\$3,378.97	3,421.27	3,430.68
36 Step 3.	\$3,509.78	3,552.09	3,561.51
37 Step 4.	\$3,645.83	3,688.13	3,697.54
38 Step 5.	\$3,787.18	3,829.47	3,838.85

1                    Step 6. \$3,934.29    3,953.10        3,976.63        3,986.01  
2

- 3 1. Employees remaining in classifications they were in immediately prior to execution of this  
4 Agreement shall continue to be paid at the pay step at which they were paid immediately  
5 prior to execution of this Agreement. Employees entering new classifications during the  
6 term of this Agreement, where the biweekly pay rate of the maximum pay step for the new  
7 classification is greater than the rate for the maximum pay step of the classification the  
8 employee previously occupied, shall, upon entering these classifications, be paid at the  
9 lowest numbered pay step which pays more than the biweekly base salary they previously  
10 received. Employees entering new classifications during the term of this Agreement,  
11 where the biweekly pay rate of the maximum pay step for the new classification is less  
12 than or equal to the rate of the maximum pay step for the classification the employee  
13 previously occupied, shall continue to be paid at the pay step at which they were paid  
14 immediately prior to entering such new classification. Employees hired for employment  
15 during the term of this Agreement shall be paid at the lowest numbered pay step of the  
16 classification for which they are employed.
- 17 2. Employees completing one year of active service within a pay step other than the highest  
18 pay step shall advance to the next higher pay step of their classification. Employees in  
19 active service shall have time spent receiving a duty disability retirement allowance  
20 counted as active service for purposes of computing current and prospective pay step  
21 advancement.
- 22 3. Base salaries of employees shall be paid biweekly and shall be in compensation for the  
23 full performance of the regularly scheduled hours of work for the given biweekly pay  
24 period in accordance with the HOURS OF WORK provision of this Agreement. When  
25 less than the full schedule of hours is worked by an employee during any such biweekly  
26 pay period, the employee's biweekly base salary shall be reduced by an amount equivalent  
27 to one-eightieth (1/80) of his/her biweekly base salary for each hour or fraction thereof to  
28 the nearest 0.1 of an hour during which work is not performed.
- 29 4. The parties agree that where the City deems it necessary to aid recruitment, the City may

1 make reallocations or change recruitment rates during the term of this Agreement;  
2 however, in such cases, the City agrees to inform the Association prior to implementing  
3 such changes.

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

7 6. While occupying the Police Matron classification, employees shall be entitled to the same  
8 biweekly base salary paid to employees occupying the Police Officer classification; they  
9 shall be paid at the numbered pay step for the Police Officer classification which  
10 corresponds to their pay step in the Police Matron classification.

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

12 8. The parties elect not to be bound by the required frequency of wage payment provision of  
13 §109.03 (1) (a), Stats., in respect to retroactive wages payable under the terms of this  
14 Agreement. Retroactive wage payments under the terms of this Agreement shall be paid  
15 no later than sixty days from the execution of this Agreement. For purposes of this  
16 provision, the execution date of this Agreement shall be the date the resolution approving  
17 this Agreement is approved by the Mayor.

## 18 **ARTICLE 11**

### 19 **LONGEVITY PAY**

20 1. Except as provided in subsection 3 of this Article, below, each employee covered by this  
21 Agreement at the close of the calendar year who has completed at least ten (10) years of  
22 service but less than fifteen (15) years of service as of that time shall be eligible to receive  
23 \$300, each employee covered by this Agreement at the close of the calendar year who has  
24 completed at least fifteen (15) years of service but less than twenty (20) years of service as  
25 of that time shall be eligible to receive \$550, and each employee covered by this  
26 Agreement at the close of the calendar year who has completed twenty (20) or more years  
27 of service as of that time shall be eligible to receive \$900. An employee's "years of

1 service," as used herein, shall mean his/her active service as a member of the WERC-  
2 certified bargaining unit represented by the Association or its predecessor, the  
3 Professional Policemen's Protective Association.

4 2. Except as provided in subsection 3 of this Article, below, payments earned under these  
5 provisions shall be made as soon as is administratively practicable after December 31.

6 3. An employee retiring on normal pension, or resigning voluntarily from the Police  
7 Department shall be entitled to the benefits provided by subsection 1 of this Article,  
8 above, prorated on the basis of his/her active service in the calendar year he/she retired,  
9 computed to the nearest calendar month. For purposes of prorating, an employee on the  
10 Police Department payroll for at least 14 days in a calendar month shall be deemed as  
11 having been on the payroll for the full calendar month; in the event the employee is on the  
12 Police Department payroll less than 14 days in a calendar month, then the employee shall  
13 be deemed as not having been on the payroll at all during the calendar month. For  
14 purposes of determining eligibility for the benefits provided in subsection 1, above, years  
15 of service shall be computed as of the effective date of the employee's normal retirement  
16 or voluntary resignation. Payments earned hereunder shall be made as soon as is  
17 administratively practicable after the employee's retirement or voluntary resignation; the  
18 employee contribution required under subsection 5.b., below, shall be deducted from these  
19 payments. All other provisions of this Article shall apply unchanged.

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

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

27 a. The Longevity Pay benefit to which the employee is entitled to include in the Final  
28 Average Salary computation shall be an amount equal to the Longevity Pay

1 payment the employee received for December 31 of the calendar year immediately  
2 preceding the employee's effective date of retirement. For such employees who  
3 retire after December 31, 1997, and who have attained 20 years or more of service  
4 by the end of the calendar year which includes their effective date of retirement,  
5 that amount shall be the longevity pay payment the employee would have received  
6 had he or she remained in active service for the calendar year which includes his or  
7 her effective date of retirement.

8 b. Employees shall be required to contribute to their respective City pension funds  
9 \$1.00 of the Longevity Pay payment they received for that year. The contribution  
10 shall be a payroll deduction made at the time the payment is made.

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

14 7. An employee who is on detached status under the Contract Administration provisions of  
15 this Agreement or an employee who has returned to active duty from detached status  
16 under the Contract Administration provisions of this Agreement, or a prior Agreement  
17 between the City and the Association, shall be entitled to these benefits under the terms  
18 and conditions set forth if the combination of his/her "years of service," as defined in  
19 paragraph 1., hereof, and his/her service in detached status establish eligibility therefore.

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

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

28 b. The length of service requirements provided in section 1., above, shall determine

1 the amount of Longevity Pay benefits to which the employee is entitled;

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

5 d. For purposes of prorating Longevity Pay benefits, an employee on the Police  
6 Department payroll for at least 14 days in a calendar month shall be deemed as  
7 having been on the payroll for the full calendar month; in the event the employee is  
8 on the Police Department payroll less than 14 days in a calendar month, then the  
9 employee shall be deemed as not having been on the payroll at all during the  
10 calendar month.

## 11 **ARTICLE 12**

### 12 **SPECIAL DUTY AND TEMPORARY ASSIGNMENT PAY**

13 1. Each employee in the Police Officer job classification shall be paid an additional amount  
14 for time spent underfilling the position of Desk Sergeant at the direction of his  
15 commanding officer. The additional amount for each hour of time so spent shall be  
16 equivalent to the difference between the base salary hourly rate of step one of Pay Range  
17 808 and the Police Officer's base salary hourly rate.

18 2. Effective Pay Period 11, 1995, employees in the Police Officer classification who are  
19 assigned or continue to be assigned by the Chief to the Communication Operations  
20 Division to perform dispatch duties and the two Police Officers who are assigned or  
21 continue to be assigned to the Court Administration Section to perform work as court  
22 coordinators shall be entitled to receive temporary assignment pay for all active service in  
23 such assignments. For purposes of this paragraph only, temporary assignment pay is  
24 defined as a flat dollar amount equal to the difference between the maximum bi-weekly  
25 pay rate for pay range 801 and the maximum bi-weekly pay rate for pay range 804.

26 3. Any payment made under the provisions of this Article shall not have any sum deducted  
27 for pension benefits nor shall such payments be included in the determination of pension

1 benefits or other fringe benefits.

- 2 4. Effective at the start of the first full pay period following execution of the 1998-2000  
3 Agreement, the two individuals who are currently underfilling the position of Court  
4 Liaison Officer shall be appointed, through the appropriate procedures set forth by law, to  
5 that position.

## 6 **ARTICLE 13**

### 7 **MOTORCYCLE PAY**

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

1 through 4, may be terminated at any time at the sole discretion of the Chief of Police.

## 2 **ARTICLE 14**

### 3 **HOURS OF WORK**

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

7 2. Within the normal hours of work, any shift assignment of eight consecutive hours, which  
8 is of 10 consecutive eight-hour work shifts in duration or longer, with each eight-hour  
9 work shift starting at the same time or in the case of special assignments such as vice-  
10 squad with possible differing starting times for each eight-hour work shift shall be deemed  
11 to be a regularly scheduled eight-hour shift assignment; except that within the normal  
12 hours of work Christmas Store detail or Summerfest detail shall also constitute a regularly  
13 scheduled eight-hour shift assignment. The regularly scheduled eight-hour shift  
14 assignment of employees assigned to the Professional Performance Division (PPD) who  
15 perform duties traditionally performed by PPD, including criminal investigations of  
16 department members and investigations of claims to which the department is a party, shall  
17 be established in the same manner as that of employees assigned to the vice-squad as  
18 stated above.

19 3. The regularly scheduled eight-hour shift shall be established by the Chief of Police in  
20 accordance with the requirements set forth above.

21 4. Except on those occasions when an emergency situation exists, if the Department desires  
22 to change the off days falling within a single pay period for a member who otherwise  
23 continues to be assigned to the same schedule and off day group, the member must be  
24 given personal notice of such change, at least seven days prior to the start of the pay  
25 period in question. If the Department fails to give such notice, all hours worked on either  
26 of the off days in question shall be treated as falling outside the regularly scheduled eight-  
27 hour shift, as provided in Article 15.

1 **ARTICLE 15**

2 **OVERTIME**

3 1. DEFINITION:

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

10

11 2. OVERTIME RATES

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

14 b. Overtime earned as a result of court time shall be compensated as follows:

15 (1) Each court appearance less than or equal to two and one-half (2½) hours in  
16 duration shall be compensated at one and one-half base salary rates  
17 (1½X); however, a minimum of two and one-half (2½) hours’ pay at one  
18 and one-half base salary rates (1½X) shall be granted employees covered  
19 by this Agreement when said employees are officially required to appear  
20 in court on their own time, provided said employees are excused before  
21 completing the two and one-half (2½) hour minimum.

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

25 (3) Notwithstanding the foregoing, within any court appearance, the first hour

1 of court-ordered lunch time shall be unpaid.

2 (4) Parking During Court Overtime Appearance

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

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

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

13 i. Court Overtime

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

1 shift duty on that date and the conclusion of the court  
2 appearance falls within two hours of the start of his/her  
3 shift.

4 ii. Authorized Departmental Business at Police  
5 Administration Building

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

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

1 provided in Departmental Order #8947, adopted November 27,  
2 1984. This Order provides that each instance of City-paid parking  
3 shall be limited to the duration of the employees' court overtime  
4 appearance and include actual time up to 30 minutes prior to the  
5 start of the court overtime and no more than 30 minutes after the  
6 conclusion of the court overtime. City-paid parking benefits  
7 associated with an employee's appearance at the Police  
8 Department Administration Building during off-duty hours on  
9 authorized Departmental business pursuant to order of a  
10 commanding officer shall be administered in accordance with  
11 procedures established for that purpose by the Police Department  
12 Administration.

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

1 Statute 895.46.

- 2 c. Overtime earned as a result of an authorized eight-hour shift assignment which  
3 falls outside the regularly scheduled eight-hour shift in whole or in part and which  
4 because of the nature of the work performed does not fall within 2.a. or 2.b.,  
5 above, shall be compensated at one and one-half (1½X) the base salary rate,  
6 except that if an employee’s regularly scheduled eight-hour shift, as established  
7 by the HOURS OF WORK provision of this Agreement, is changed, then all time  
8 worked on the new regularly scheduled eight-hour shift shall be compensated at  
9 (1X) the base salary rate.
- 10 d. Overtime earned as a result of an authorized assignment outside of the regularly  
11 scheduled shift which does not fall within 2.a., 2.b. or 2.c., above, shall be  
12 compensated at one and one-half (1½X) the base salary.

13 3. OVERTIME PAYMENTS

14 a. Definitions

15 (1) Compensatory Time Off Balance (CTB)

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

19 (2) Overtime Earned

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

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

1 equal 1½ hours of overtime earned.

2 b. Payment

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

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

11 (2) An employee may use compensatory time off on dates he/she has requested  
12 provided the employee gives his/her commanding officer reasonable  
13 advance notice of the dates requested and the dates are determined  
14 available by the commanding officer in accordance with the needs of the  
15 Police Service. The processing of requests for use of compensatory time  
16 off shall be on a first-come, first-served basis. Decisions made by the  
17 employee's commanding officer with respect to the availability of the  
18 dates the employee has requested shall be subject to all of the provisions  
19 of subsections 3.b. (3) and (4).

20 (3) The parties recognize and shall implement the U.S. Department of Labor's  
21 position that prior to denying a request to use accrued compensatory time,  
22 and even when granting the request would bring operations below  
23 prescribed staffing levels, an employer must first attempt operational  
24 alternatives to fill its prescribed staffing levels by using replacement  
25 officers at premium overtime rates when required by the FLSA.  
26 Accordingly, the City, working with and through the Milwaukee Police  
27 Association, has established a system which guarantees that no one is  
28 denied compensatory time off when prescribed staffing levels can be met

1 through a replacement (paid at FLSA premium rates where they apply). If  
2 a police officer is denied a request to use compensatory time on the  
3 regularly scheduled shift that the officer has requested, whether on the  
4 basis of prescribed staffing levels or for any other reason(s), the provisions  
5 enumerated as subsections (a) through (k) at the end of this paragraph will  
6 be utilized in order to obtain, when at all possible, a suitable replacement  
7 for the officer, excepting under the following circumstances in which the  
8 below-described duties fall within the officer's regularly scheduled shift:

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

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

19 (cc) in those circumstances where the police officer (excluding those  
20 assigned to the Patrol Bureau and excepting those police officers  
21 assigned to the Patrol Support Division), possesses unique technical  
22 skills which are required to be made available to the Police  
23 Department during a particular period of time. In the event that an  
24 officer is denied compensatory time off (or is initially granted  
25 compensatory time off and is subsequently denied) under this  
26 subsection (cc), s/he shall be compensated at the rate of 1-1/2x (or  
27 2x if cancelled within 24 hours of the start of the compensatory time  
28 previously granted) for all hours of that shift for which

1 compensatory time off had been requested if the following  
2 conditions are satisfied prior to notification by the Department that  
3 s/he would be required to work during that time:

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

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

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

21 (b) The replacement worker is within the same “box” as shown on the  
22 “Milwaukee Police Department Organizational Chart” attached  
23 hereto as page 1 of Appendix G (as may be in effect, modified or  
24 changed from time to time by the Department or the Fire and  
25 Police Commission) as the employee exercising his/her right to use  
26 compensatory time off, except as specifically provided on page 2

1 of Appendix G or unless the employee's commanding officer in his  
2 or her discretion approves a replacement obtained by the employee  
3 from a different "box." In the event that the Department or the  
4 Fire and Police Commission modifies the organizational chart, the  
5 parties will immediately engage in collective bargaining to provide  
6 for reasonably comparable access to replacement workers.

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

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

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

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

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

1 gap time shall be compensated as if it was regular replacement  
2 time, as specified in subsection (h), immediately below.

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

10 (i) The replacement will not receive out-of-shift premium.

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

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

22 (l) A replacement will, at the time of his/her selection, execute on a  
23 form prescribed by the Chief of Police his/her agreement to serve

1 as a replacement in accordance with the terms and conditions of  
2 this Agreement. The officer taking compensatory time off who  
3 arranged for the replacement will also execute this form.

4 (4) An officer, at his/her option and under preexisting practices, may also seek a  
5 “body-for-body” trade as allowable under 29 C.F.R. § 553.31 (“Substitution”) in  
6 order to use compensatory time off when desired. This shall not be a prerequisite  
7 to the procedure set forth in subsection 3.b.(2) and (3) for obtaining a  
8 replacement.

9 c. Compensatory Time Off Segments

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

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

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

22 5. Application of the provisions contained in this Article shall not involve pyramiding of  
23 overtime. During a period of time there are two (2) concurrent overtime rates, the

1 following procedure shall be used to determine the rate for that period:

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

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

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

8 d. For purposes of construction and interpretation of this provision, a court  
9 appearance involving the three and three quarter hour court overtime minimum  
10 payment shall be deemed a two and one-half-hour period of time and one-half  
11 ( $1.5X$ ) overtime beginning with the start of such court appearance.

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

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

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

20 9. The terms and conditions agreed to between the parties in respect to Police Band  
21 overtime (except as stated below), court overtime parking and negative comp time  
22 balances, which are set forth respectively in City/MPA Memoranda of Understanding  
23 dated: September 14, 1983 (Police Band Overtime), October 12, 1983, and November

1 16, 1983 (Court Overtime Parking) and December 15, 1983 (Negative Comp Time  
2 Balances) shall be incorporated into the provisions of this Article and be made a part of  
3 this Agreement as Appendix B. The terms and conditions of the Memorandum of  
4 September 14, 1983 (Police Band Overtime) shall be amended to provide that the  
5 Compensatory Time Off Bank (CTB) time is the same as provided in subsection 3.b.(1)  
6 of this Article.

7 10. Miscellaneous Overtime Provisions

8 a. Roll Call

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

20 b. Compensatory Time Off

21 If and when the City is required by law to pay cash for overtime work performed  
22 that could otherwise have been paid for in compensatory time off under the  
23 provisions of this Agreement, the City may modify overtime provisions to assure  
24 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.

## ARTICLE 16

### FIRE AND POLICE COMMISSION OVERTIME

#### 1. Definition

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

#### 2. Limitations

a. Fire and Police Commission Overtime shall not include overtime assignments made by the Chief of Police. Overtime assignments made by the Chief of Police shall be covered by Article 15 of this Agreement entitled OVERTIME.

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

c. An employee shall be required to turn over to the Police Department Administration all witness fees he/she received as a result of a FPC trial proceeding for which the employee received Fire and Police Commission

1 Overtime pay, and make no subsequent claim for this money whatsoever.

2 3. Fire and Police Commission Overtime Rates

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

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

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

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

22 4. Fire and Police Commission Overtime Payments

23 Fire and Police Commission Overtime earned under the provisions of this Article shall be  
24 compensated for in cash or compensatory time off in accordance with, and subject to, the  
25 provisions of subsection 3 set forth in Article 15 of this Agreement. Fire and Police  
26 Commission Overtime earned, that is compensated for in compensatory time off shall  
27 count towards the employee's CTB and be recorded on the Police Department Personnel  
28 Status Reports. For purposes of interpretation and construction of the provisions of this

1 subsection, each instance of Fire and Police Commission Overtime worked of less than  
2 two hours' duration at a FPC trial proceeding, that was not limited solely to the  
3 dispositional phase, shall equal two hours of Fire and Police Commission Overtime earned  
4 and each instance of Fire and Police Commission Overtime worked at an FPC trial  
5 proceeding that was limited solely to the dispositional phase shall equal two hours of Fire  
6 and Police Commission Overtime earned.

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

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

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

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

22 9. An employee under subpoena to a FPC trial proceeding during the period which falls  
23 within his/her regularly scheduled eight-hour work shift shall be entitled to his/her regular  
24 base salary for that period; provided that such employee is not on paid leave, was actually  
25 scheduled to work or worked a portion of such shift. Eligibility for compensation under  
26 this subsection, and witness fee reimbursement requirements, shall be subject to the same  
27 terms and conditions applicable to Fire and Police Commission Overtime that are set forth  
28 in subsections 1 and 2 of this Article.

1 10. Administration

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

15 **ARTICLE 17**

16 **INFORMATION RECOMMENDED TO BE FURNISHED TO ASSOCIATION**

- 17 1. The City will recommend to the Annuity and Pension Board of the Employees' Retirement  
18 System of Milwaukee, hereinafter referred to as Board, that it supply actuarial information  
19 to the Association or its actuary upon receiving a written request herefor for the purpose  
20 of costing out proposals by the Association for pension changes for collective bargaining  
21 conditioned upon the Board's actuary having such information available.
- 22 2. The City will recommend to the Board that the Board or the Board's actuary supply to the  
23 Association or any actuary acting on behalf of said Association, any and all information  
24 which said Association actuary requests for purposes of costing out proposals upon which  
25 the Association may wish to collectively bargain on with the City.
- 26 3. All costs or expenses involved in supplying information either under Subsections 1 or 2  
27 above to the City or to the Board involved under Subsections 1 or 2 above shall be paid

1 for by the Association in the manner required either by the City or the Board in  
2 connection with the supplying of such information.

- 3 4. Excluded from Subsections 1 or 2 shall be such matters of a private or confidential nature  
4 so determined by the Board as may be supplied to the Board by individual employees or  
5 retirees.

## 6 **ARTICLE 18**

### 7 **RETENTION OF PENSION AND ANNUITY RIGHTS**

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

## 10 **ARTICLE 19**

### 11 **PENSION BENEFITS**

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

- 17 1. Chapter 36 of the Milwaukee City Charter regarding pension benefits for  
18 employees covered by this Agreement who are members of the Employee's  
19 Retirement System of Milwaukee (ERS) may be amended to the extent necessary  
20 for such plan to remain qualified under Section 401.a. and 501.c. of the Internal  
21 Revenue Code of 1986 as amended. In the event the IRS rules that the Charter  
22 amendments have become invalid, then the Charter Ordinance will reflect back to  
23 the old language of the Charter.
- 24 2. The City agrees that it will never seek to increase the age/service requirements  
25 applicable to employees in active service and enrolled in the Employee's  
26 Retirement System as a "policeman" prior to December 20, 2015, that are provided

1 for under section 36-05-1-f of the ERS Act. Effective Pay Period 1, 2016,  
2 employees newly eligible for service credit as a “policeman” in the Employee’s  
3 Retirement System will be eligible for normal service retirement benefits no earlier  
4 than age 50 with 25 years of service as a “policeman”.

- 5 3. Subject to the conditions contained therein, the parties agree to abide by the  
6 pension provisions of the October 29, 1999 Final Global Settlement Agreement for  
7 Active Police Officers, as amended by Charter Ordinance.

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

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

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

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

1 reexamination authorized by Chapter 36 of the Milwaukee City Charter of such  
2 retired beneficiary, the beneficiary shall be referred to the Medical Council for  
3 reexamination and such Medical Council shall make the determination and  
4 certification required under the provisions of Chapter 36 of the Milwaukee City  
5 Charter for reexaminations.

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

## 9 **ARTICLE 20**

### 10 **LIFE INSURANCE**

#### 11 1. Amount of Life Insurance Coverage

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

#### 18 2. Adjustment of Coverage

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

#### 25 3. Conditions and Eligibility for Election of Coverage

- 26 a. Subject to the terms and conditions provided in subsection 3.b. through 3.c. of this  
27 Article, below, an employee shall be enrolled in basic life insurance coverage

1 provided in subsection 1., above, on the 1<sup>st</sup> of the month following the completion  
2 of 180 consecutive calendar days of active service as a full-time (40-hour per  
3 week) employee following his/her initial date of employment with the City.

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

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

15 4. Cost of Additional Life Insurance Coverage

16 Employees eligible for the basic life insurance coverage described under Subsection 1 of  
17 this Article, above, who elect additional life insurance coverage as described in subsection  
18 1, shall pay to the City an amount equal to a cost per thousand, per month, at age banded  
19 rates, for each \$1,000 of coverage in excess of the basic \$55,000. These payments shall  
20 be accomplished by periodic deductions from employees' biweekly paychecks. The City  
21 shall make all necessary payments for the basic life insurance coverage described in  
22 Subsection 1. of this Article, above. Employees who have enrolled in additional life  
23 insurance coverage may also purchase life insurance for spouses and dependents at no cost  
24 to the City.

25 5. Conditions and Limitations on Benefits

26 a. Life insurance benefits shall be subject to the terms and conditions contained in the  
27 contract between the City and its life insurance carrier.

28 6. Right of City to Change Carrier

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

5 8. Retiree Life Insurance Benefits

6 a. Amount of Life Insurance Coverage

7 (1) To be eligible for retiree life insurance benefits, employees, regardless of  
8 age, must have maintained at least 50% of their base salary as additional  
9 life insurance coverage at the time of retirement to continue to be part of the  
10 City's life insurance program. All elections for additional life insurance  
11 coverage must be in multiples of 50% of the base salary at the time of  
12 retirement, not to exceed the additional insurance percentage elected as an  
13 active employee at the time of retirement.

14 (2) Upon attaining age 65, and having maintained additional life insurance  
15 coverage, as described in 1.a., of this subsection, from retirement to age 65,  
16 the city shall provide \$10,000 of life insurance coverage.

17 (3) Retirees may reduce additional life insurance coverage to any multiple of  
18 50% of the base salary at the time of retirement at any time.

19 b. Cost of Coverage

20 (1) Until a retiree attains age 65, a retiree maintaining coverage, as described  
21 in subsection 8.a.(1) of this Article, above, shall pay 100% of the premium  
22 cost associated with such coverage. The retiree shall have such cost  
23 deducted from his/her monthly pension check.

24 (2) Upon attaining age 65, the city will assume 100% of the premium cost  
25 associated with the coverage, as described in subsection 8.a.(2) of this  
26 Article, above,. A retiree may elect to maintain his/her additional life  
27 insurance but shall pay 100% of the premium cost associated with such  
28 coverage minus the city provided life insurance coverage, as described in

1 subsection 8.a.(2) of this Article, above,.

2 **ARTICLE 21**

3 **HEALTH INSURANCE**

4 1. Benefits

5 a. Health Care Coverage

6 For Calendar Years 2018 and 2019 the City will provide health care coverage.

7 b. Basic Dental Plan

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

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

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

20 c. Prepaid Dental Plans (PDP)

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

24 d. Provisions Applicable to All Plans:

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

27 (2) The City shall have the right to require employees to execute a medical

1 authorization to the applicable Group to examine employee medical and/or  
2 dental records for auditing purposes.

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

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

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

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

28 (7) Both a Wellness and Prevention Program and Committee shall be

1 implemented. A description of both the program and the committee is  
2 appended hereto as Appendix I.

3 2. Eligibility for Benefits

4 a. Employees in Active Service

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

7 (2) Dental Benefits

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

14 b. Duty Disability

15 (1) Except as provided in b.(2), below, employees in active service who  
16 commence receiving duty disability retirement allowance between January  
17 1, 2018 and December 31, 2019, as such allowance is defined in Section  
18 36.05(3) of the ERS Act, shall be entitled to the health care coverage  
19 provided in subsection 1.a. of this Article, above, between January 1, 2018,  
20 and December 31, 2019, so long as they continue to receive such duty  
21 disability retirement allowance and so long as they are under age 65. If a  
22 duty disability retiree eligible for health care coverage dies prior to  
23 attaining age 65, the duty disability retiree's surviving spouse shall be  
24 eligible for health care coverage until the last day of the month in which the  
25 deceased duty disability retiree would have attained age 65.

26 (2) An employee in active service who commences receiving a duty disability  
27 retirement allowance of 90% of his/her current salary between January 1,  
28 2018, and December 31, 2019, as such allowance is defined in Section

1                   36.05(3) of the ERS Act, shall be entitled to the health care coverage  
2                   provided in subsection 1.a. of this Article, above, between January 1, 2018,  
3                   and December 31, 2019, so long as he/she continues to receive such duty  
4                   disability retirement allowance. If a duty disability retiree eligible for  
5                   health care coverage dies prior to attaining age 65, the duty disability  
6                   retiree's surviving spouse shall be eligible for health care coverage until the  
7                   last day of the month in which the deceased duty disability retiree would  
8                   have attained age 65.

9           c.     Employees Who Retire between January 1, 2018, and December 31, 2019.

10           Employees in active service who retire on normal pension between January 1,  
11           2018, and December 31, 2019, with at least 15 years of creditable service, shall be  
12           entitled to the health care coverage provided in subsection 1.a. of this Article,  
13           above, between January 1, 2018, and December 31, 2019, so long as they are less  
14           than age 65. If an employee eligible for health care coverage dies following  
15           his/her retirement on normal pension, but prior to attaining age 65, the retiree's  
16           surviving spouse shall be eligible for health care coverage until the last day of the  
17           month in which the deceased retiree would have attained age 65.

18           d.     Duty Death

19           A surviving spouse who becomes eligible to receive a pension under the provisions  
20           of Section 36.05(5) of the ERS Act, on or after January 1, 2018, shall be entitled to  
21           the benefits provided in subsection of 1.a. of this Article between January 1, 2018,  
22           and December 31, 2019, so long as the surviving spouse continues to receive such  
23           pension and is less than age 65.

24    3.     Cost of Coverage

25           a.     Employees in Active Service

26                   (1)    For Calendar Year 2018

27                           (a)   The employee premium contribution shall be 12% of the premium  
28                           cost based on plan selected and enrollment status, i.e. either single,

1 employee and dependent(s), employee and spouse, or family. The  
2 amount of employee premium contribution shall be deducted from  
3 the employee's pay check on a semi-monthly basis.

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

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

13 iii. For an employee in the single or one of the family plans and his  
14 or her spouse (if applicable) who participate fully in the HRA  
15 and who do not smoke (as determined by the HRA), the  
16 employee contribution shall be 12% minus \$10 per month for  
17 single or employee and dependent(s) enrollment and 12% minus  
18 \$20 per month for employee and spouse and family enrollment.

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

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

25 (2) Effective for calendar year 2019:

26 (a) The employee premium contribution shall be the balance of the  
27 premium due after payment by the city of an amount equal to 88% of  
28 the cost of the premium for the lowest-cost health care coverage plan

1 offered by the city (this excludes the high-deductible health plan)  
2 based on enrollment status, i.e. either single, employee and  
3 dependent(s), employee and spouse, or family. For employees  
4 selecting the high deductible health plan, the employee contribution  
5 shall be 12% of the premium based on enrollment status, i.e. either  
6 single, employee and dependent(s), employee and spouse, or family.  
7 The amount of employee premium contribution shall be deducted  
8 from the employee's pay check on a semi-monthly basis.

9 i. An employee shall also contribute an additional \$20.00 per  
10 month over and above the amount specified in 3.a.(2)(a), above,  
11 for each adult (maximum of two, excluding dependent children)  
12 who chooses not to fully participate in and complete the HRA.

13 (b) The amount of employee wellness fee, as specified in 3.a.(2)(a)i,  
14 above, shall be deducted from the employee's pay check on a  
15 monthly basis. Any subscriber costs for enrollment in excess of the  
16 above-stated amounts shall be paid by the City.

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

19 (3) An employee who exhausts his/her sick leave during the term of this  
20 Agreement shall be permitted to maintain health care coverage for the plan  
21 he/she was covered under on the date his/her sick leave was exhausted for  
22 up to six (6) months immediately following that date so long as the  
23 employee is unable to return to work because of medical reasons. For  
24 calendar years 2018 and 2019, the City's contribution toward the cost of  
25 maintaining health care coverage shall be as provided in subsection 3.a.(1)  
26 of this Article, above. This provision shall not cover retirees (including  
27 disability retirements).

28 b. Duty Disability

1 (1) For Calendar Years 2018 and 2019

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

5 c. Employees Who Retire Between January 1, 2018 and December 31, 2019

6 (1) For eligible employees who retire between January 1, 2018 and December  
7 31, 2019, the City will make monthly contributions towards meeting the  
8 monthly subscriber cost for single or family enrollment in the plan elected  
9 by the retiree as follows:

10 (a) Single Enrollment Status

11 For a retiree with single enrollment status, the City will contribute  
12 an amount up to the percentage of the subscriber cost for single  
13 enrollment in the Highest Cost Plan that is determined by the  
14 formula provided in subsection 3.c.(1)(c) during the period after  
15 retirement the retiree is less than age 60 and an amount up to 100%  
16 of the subscriber cost for single enrollment in the Highest Cost Plan  
17 during the period after retirement the retiree is at least age 60 but  
18 less than age 65.

19 (b) Other Than Single Enrollment Status

20 For a retiree with other than single enrollment status, the City will  
21 contribute an amount up to the percentage of the subscriber cost for  
22 his/her enrollment status in the Highest Cost Plan that is determined  
23 by the formula provided in subsection 3.c.(1)(c) during the period  
24 after retirement the retiree is less than age 60 and the greater of  
25 either such amount or an amount up to 100% of the subscriber cost  
26 for single enrollment in the Highest Cost Plan during the period after  
27 retirement the retiree is at least age 60 but less than age 65.

28 (c) Contribution Formula

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<u>Unused Sick Leave</u>	<u>City Contribution</u>
Less than 150 work days.....	65%
At least 150 work days, but less than 159 work days.....	66%
At least 159 work days, but less than 167 work days.....	67%
At least 167 work days, but less than 176 work days.....	68%
At least 176 work days, but less than 184 work days.....	69%
At least 184 work days, but less than 193 work days.....	70%
At least 193 work days, but less than 201 work days.....	71%
At least 201 work days, but less than 210 work days.....	72%
At least 210 work days, but less than 219 work days.....	73%
At least 219 work days, but less than 227 work days.....	74%
At least 227 work days, but less than 236 work days.....	75%
At least 236 work days, but less than 244 work days.....	76%
At least 244 work days, but less than 253 work days.....	77%
At least 253 work days, but less than 261 work days.....	78%
At least 261 work days, but less than 270 work days.....	79%
At least 270 work days, but less than 278 work days.....	80%
At least 278 work days, but less than 285 work days.....	81%
At least 285 work days, but less than 291 work days.....	82%

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3	At least 291 work days, but
4	less than 298 work days.....83%
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6	At least 298 work days, but
7	less than 304 work days.....84%
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9	At least 304 work days, but
10	less than 311 work days.....85%
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12	At least 311 work days, but
13	less than 317 work days.....86%
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15	At least 317 work days, but
16	less than 324 work days.....87%
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18	At least 324 work days, but
19	less than 330 work days.....88%
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21	At least 330 work days, but
22	less than 336 work days.....89%
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24	At least 336 work days, but
25	less than 343 work days.....90%
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27	At least 343 work days, but
28	less than 349 work days.....91%
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30	At least 349 work days, but
31	less than 356 work days.....92%
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33	At least 356 work days, but
34	less than 362 work days.....93%
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36	At least 362 work days, but
37	less than 369 work days.....94%
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39	At least 369 work days, but
40	less than 375 work days.....95%
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42	At least 375 work days, but
43	less than 381 work days.....96%
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45	At least 381 work days, but
46	less than 388 work days.....97%
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48	At least 388 work days, but
49	less than 394 work days.....98%
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51	At least 394 work days, but
52	less than 400 work days.....99%
53	
54	At least 400 work days.....100%

55 Unused Sick Leave is expressed in eight-hour work days and represents the

1 amount of earned and unused sick leave credited to an employee's sick leave  
2 account on the effective date of his/her retirement.

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

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

11 (2) Surviving Spouse

12 The provisions of subsection 3.c.(1) shall be applicable to a surviving  
13 spouse eligible for retiree health care coverage under subsections 2.b or 2.c.  
14 of this Article. An eligible surviving spouse without eligible dependents  
15 shall be covered by subsection 3.c.(1)(a); in all other circumstances he/she  
16 shall be covered by subsection 3.c.(1)(b). For purposes of interpretation and  
17 administration, the age the deceased retiree would have been 65 shall  
18 determine the City contribution.

19 d. Duty Death

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

24 During calendar years 2018 and 2019, the City will contribute an amount  
25 toward meeting the subscriber cost for enrollment in the plan elected of up to  
26 100% of the monthly subscriber cost of either single or family enrollment in  
27 the Highest Cost Plan. If the subscriber cost for enrollment in the plan elected  
28 exceeds the maximum City contribution provided, the employee shall have the

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

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

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

13 4. Cost of Coverage -- Dental Plan Only

14 For calendar years 2018 and 2019, the City will contribute an amount up to \$13.00 per  
15 month for single enrollment and an amount up to \$37.50 per month for family enrollment  
16 towards meeting the subscriber cost of the dental plan. If the subscriber cost for single or  
17 family enrollment in the Dental Plan exceeds the maximum City contribution provided,  
18 the employee shall have the amount of such excess cost deducted from his/her paycheck  
19 on a monthly basis.

20 5. Self-Administration Offset

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

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

7 6. Non-duplication

- 8 a. If more than one City employee is a member of the same family, as that term is  
9 defined in provisions of the Plans defined in subsection 1. of this Article, the  
10 coverage shall be limited to one family plan.
- 11 b. A retiree shall be ineligible to receive the retiree health care coverage provided  
12 hereunder when receiving health care coverage from other employment or from  
13 the employment of the retiree's spouse if the health care coverage received by the  
14 spouse cover the retiree.
- 15 c. City health care coverage cost contributions provided hereunder to retirees shall  
16 be in lieu of any other City retiree health care coverage contributions provided by  
17 ordinance, resolution or by other means, while retirees are receiving the health  
18 care coverage hereunder.
- 19 d. In the event an employee becomes eligible for Medicare benefits prior to attaining  
20 age 65, the City will contribute an amount up to the City's maximum contribution  
21 provided in subsection 3.c.(1), of this Article towards the cost of coverage for the  
22 City's Medicare Supplemental Plan.

23 7. Employees on Leave of Absence

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

1 months of an employee's authorized leave of absence.

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

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

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

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

- 18 9. Effective Date

19 Except where specifically provided otherwise herein, the provisions of this Article shall be  
20 deemed to be in force and effect beginning January 1, 2018, and ending December 31,  
21 2019.

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

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

1 portion of the Global Pension Settlement Agreement or Charter Ordinance.

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

## 4 **ARTICLE 22**

### 5 **SICK LEAVE**

6 1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness,  
7 bodily injury, or exclusion from employment because of exposure to contagious disease.

8 2. Eligibility for sick leave with pay for employees newly appointed to City employment shall  
9 begin after completion of six months active service in the Police Department, but sick leave  
10 credit shall be earned from date of appointment.

11 3. Employees shall earn sick leave with pay at the rate of one and one-quarter (1¼) working  
12 days for each month of active service or 4.6 working hours for each two weeks of active  
13 service. Sick leave with pay earned by employees shall be credited to their sick leave  
14 account. Employees may utilize sick leave with pay credited to their accounts during  
15 periods of sick leave for the period of time they would have worked in accordance with the  
16 regularly scheduled hours of work as established under the HOURS OF WORK provision of  
17 this Agreement.

18 4. Regardless of the sick leave credit earned the maximum amount of sick leave with pay  
19 which employees may utilize from their accounts for any one period of continuous sick  
20 leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall  
21 only be considered if the employee resumes his/her regular duty.

22 5. Whenever an employee requests sick leave with pay he or she shall immediately notify his  
23 or her commanding officer of this fact. Such notification may be by telephone. Each  
24 instance of sick leave that the employee fails to comply with the requirements of this  
25 subsection shall result in the employee losing his/her entitlement to any sick leave with pay  
26 for that instance.

27 6. Except as otherwise provided herein, sick leave may be permitted without requiring the

1 employee to submit medical substantiation from a private physician, provided that the  
2 employee completes Form PS-16 (Application for Sick Leave), and submits same to his or  
3 her commanding officer. An employee may be required by his or her commanding officer  
4 to provide acceptable medical substantiation from a private physician or dentist for each  
5 absence, regardless of duration, if the commanding officer is informed or believes that the  
6 employee is misusing sick leave. The City shall not be responsible for the payment of any  
7 fee charged by the physician or dentist to provide the acceptable medical substantiation.

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

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

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

18 10. Attendance Incentive Program

19 a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1,  
20 2018, and ending, at the end of Trimester 3, 2019. Nothing herein shall be construed  
21 as requiring the City to continue the program for time periods after Trimester 3,  
22 2019.

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

24 Trimester 1 - Pay Period 1-9

25 Trimester 2 - Pay Period 10-18

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

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

- 1 (1) During the full term of the trimester, the employee did not use any paid sick  
2 leave, did not receive injury pay for the full term of that trimester, was not on  
3 an unpaid leave of absence, was not AWOL, was not tardy, was not suspended  
4 from duty for disciplinary reasons and did not take any unpaid time off the  
5 payroll; and
- 6 (2) During the full term of the trimester, the employee was in active service; and
- 7 (3) At the beginning of the trimester, the employee had an amount of earned and  
8 unused sick leave credit in his/her sick leave account of 20 days; and
- 9 (4) The employee was represented by the MPA at the end of the trimester period.

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

- 16 (1) A special attendance incentive payment

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

- 27 (2) A special incentive leave

28 An employee receiving a special incentive leave, shall earn one eight-hour day

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

## 10 **ARTICLE 23**

### 11 **FUNERAL LEAVE**

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

26 An employee eligible for the leave with pay provided hereunder may only use that leave  
27 during the seven (7) consecutive calendar day time period immediately following the date of

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

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

4 4. At his/her option, an employee who is granted funeral leave during a scheduled vacation  
5 period may elect to either extend his/her vacation period by the number of funeral leave days  
6 granted or have the vacation days that were changed to funeral leave days rescheduled at a  
7 later date as a segmented vacation. The employee shall notify the Police Department  
8 Administration of his/her decision with respect to such election prior to the end of the  
9 vacation period in which the Funeral Leave was granted.

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

## 12 **ARTICLE 24**

### 13 **ILLNESS IN FAMILY**

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

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

19 3. An employee shall not be required to remain at his/her residence when granted leave under  
20 the provisions of Subsection 1, above.

## 21 **ARTICLE 25**

### 22 **INJURY PAY**

23 1. When employees, covered by this Agreement, sustain injuries within the scope of their  
24 employment for which they are entitled to receive worker's compensation temporary  
25 disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's  
26 Compensation Act), they may receive 80% of their base salary as "injury pay" instead of

1 such worker's compensation benefits for the period of time they may be temporarily totally  
2 or temporarily partially disabled because of such injuries. Such injury pay shall not be  
3 granted for more than 365 calendar days for any one compensable injury or recurrence  
4 thereof. A compensable injury associated with or arising from one or more separate  
5 incidents occurring prior to the incident constituting its immediate cause shall be deemed a  
6 recurrence and shall not give rise to additional injury pay entitlement. The 80% provision  
7 shall become effective January 1, 1985, and shall cover employees receiving injury pay  
8 benefits on or after that date regardless of the date on which the compensable injury, or  
9 recurrence thereof, occurred.

10 2. In providing injury pay in an amount equal to 80% of the employee's base salary, the  
11 employee agrees to allow the City to make a payroll adjustment to his/her biweekly  
12 paycheck deducting an amount equal to 20% of his/her base salary for that portion of the  
13 pay period he/she received injury pay and make no subsequent claim for said amount  
14 whatsoever. Such deduction shall be administered so as not to reduce employee pension  
15 benefits. For purposes of interpretation of the provisions of this Article, the term base salary  
16 as used herein shall mean the employee's base salary pay rate in effect during the pay period  
17 he/she is claiming injury pay as that base salary rate is established in the BASE SALARY  
18 Article of this Agreement.

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

25 4. Questions involving eligibility for injury pay shall be determined under the applicable law  
26 and the substantive and procedural rules of the Department of Workforce Development  
27 relative to Worker's Compensation and in the event of a dispute between the City and the  
28 employee relative to such eligibility, the Department of Workforce Development and the

1 courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of  
2 such dispute.

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

9 6. Whenever an employee sustains a compensable injury, he or she shall immediately notify  
10 his or her commanding officer of this fact. Each instance of injury pay that the employee  
11 fails to comply with the requirement of this subsection shall result in the employee losing  
12 his/her entitlement to any injury pay for that instance.

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

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

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

21 10. Employees appointed to the Police Officer position classification shall not be entitled to the  
22 injury pay benefits provided hereunder for any injury they may sustain while on duty prior  
23 to the start of field training during the period of time they are assigned to the Police Training  
24 Academy for recruit training. Such employees shall instead be covered by State of  
25 Wisconsin Workers' Compensation Act (WCA) temporary disability benefits during such  
26 period, including all applicable terms and conditions provided for in the WCA. The  
27 provisions of subsections 6, 7 and 9, above, shall be applicable to employees governed by  
28 this subsection.

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

18 \* \* \*

19 The fact that the parties have entered into an agreement preserving the status of Article 25  
20 shall not be used by either party as evidence or argument in pending proceedings to revoke  
21 the City of Milwaukee's self-insured status. In the event of a final determination by a  
22 competent tribunal, both parties shall abide by the decision and negotiate any modifications  
23 either party feels are necessary in the successor agreement.

## 24 **ARTICLE 26**

### 25 **TERMINAL LEAVE**

26 1. An employee retiring on City pension under either the Employees' Retirement System of  
27 Milwaukee plan or the Policemen's Annuity and Benefit Fund plan (but excluding retirement

1 on deferred pension when employee has less than 25 years' service or actuarially reduced  
2 pension, as they are defined in both plans) shall, upon retirement, be entitled to receive a  
3 lump sum payment equivalent to one eight-hour workday's base salary for each one eight-  
4 hour day of the employee's earned and unused sick leave up to a maximum of fifty-five (55)  
5 such equivalent eight-hour workdays of base salary. The term "eight-hour workday's base  
6 salary," as used herein, is defined as an amount equivalent to the employee's biweekly base  
7 salary, as defined and determined by the BASE SALARY Article of this Agreement, divided  
8 by 10.

- 9 2. When a terminal leave payment is paid to a deferred retiree with 25 or more years' service,  
10 the payment will be made on the deferred retiree's effective date of separation based on  
11 his/her pay rate and sick leave accumulation in effect at that time.
- 12 3. An employee shall be eligible to receive the terminal leave pay benefit only once during  
13 his/her lifetime.
- 14 4. Terminal leave payments shall not be construed as being part of employee's base salary and  
15 shall not be included in the computation of any fringe benefits enumerated in this  
16 Agreement.
- 17 5. Terminal leave payments shall not have any sum deducted for pension benefits nor shall  
18 such payments be included in any computation establishing pension benefits or payments.

## 19 **ARTICLE 27**

### 20 **MILITARY LEAVES**

- 21 1. Short Term Military Leaves of Absence (Reserve or National Guard Duty)--Less Than 90  
22 Days Per Calendar Year
  - 23 a. Subject to the terms and conditions provided in subsections l.b. through l.d. of this  
24 Article, below, employees shall be entitled to time off with pay when they are  
25 required to take a leave of absence for: (i) military training duty and/or (ii) military  
26 duty in the State of Wisconsin because of riot or civil disturbance.
  - 27 b. Maximum Amount of Time Off With Pay

1 (1) Continuous Service

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

6 (2) Intermittent Service

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

10 (3) Combined Maximum

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

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

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

28 The time off with pay for short-term military leaves provided hereunder shall be

1 granted only if the employee taking such leave reports back for City employment at  
2 the beginning of his/her next regularly scheduled eight-hour work shift after the  
3 expiration of the last calendar day necessary to travel from the place of training or  
4 civil disturbance duty to Milwaukee following such employee's release from military  
5 duty.

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

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

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

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

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

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

23 An employee who is a member of the Reserve or National Guard  
24 component of the Armed Forces of the United States and is ordered to an  
25 initial period of active duty for training of not less than three consecutive  
26 months shall make application for re-employment within 31 days after:

27 (i) such employee's release from active duty from training after  
28 satisfactory service, or (ii) such employee's discharge from

1 hospitalization incident to such active duty for training or one year after  
2 such employee's scheduled release from such training, whichever is  
3 earlier.

4 (b) All Other Active Duty

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

14 For purposes of interpretation and construction of the provisions of subsections  
15 2c(1)(a) and 2c(1)(b) of this subsection, full-time training or any other full-time duty  
16 performed by a member of the Reserve or National Guard component of the Armed  
17 Forces of the United States shall be considered active duty for training.

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

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

27 (3) Exclusions From Reinstatement Benefits

28 In the event an individual granted a leave of absence for military service under

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

5   3.   Military Funeral Leaves of Absence

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

9   4.   Induction Examinations

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

14   5.   Administration

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

20   **ARTICLE 28**

21   **VACATIONS**

22   1. Definitions

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

- 25          a.   Anniversary Date: The date an employee completes twelve (12) months of active  
26               service following appointment to the City of Milwaukee as a regular employee.  
27               After the completion of the first twelve (12) months of active service an employee's

1 vacation anniversary date shall not change.

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

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

11 2. Eligibility for vacation shall begin after the completion of twelve (12) months of active  
12 service following appointment. An employee whose service is expected to continue so as to  
13 complete a year's active service may, after six months of service and at the sole discretion of  
14 the Chief of Police be allowed to take vacation time within the year of appointment.  
15 However, if the employee leaves the service of the City before the completion of the initial  
16 12-month period, that vacation shall be deemed unearned and payments made during the  
17 vacation shall be deducted upon termination of employment.

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

19 a. Rates For Calendar Years 2018 and 2019

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

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

27 (3) Sixteen (16) hours for each calendar month of active service since the  
28 employee's last anniversary date, up to a maximum of one hundred sixty (160)

1                   hours per calendar year for an employee with at least twelve (12) years but less  
2                   than twenty (20) years of active service .

3                   (4) Twenty (20) hours for each calendar month of active service since an  
4                   employee's last anniversary date up to a maximum of two hundred (200) hours  
5                   per calendar year for an employee with at least twenty (20) years of active  
6                   service.

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

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

20                  4. Employees must use vacation time during the calendar year for which such vacation time is  
21                  earned; employees who do not use all of their entitled vacation time within the calendar year  
22                  for which it was earned shall lose all rights to the unused time off.

23                  5. Vacation time taken before the full amount has been earned shall be considered time owed  
24                  the City until it is earned. Any employee who leaves the service of the City due to  
25                  resignation, retirement, termination, discharge, layoff or death will have the compensation  
26                  for vacation time owed the City deducted from the final paycheck. In the event the  
27                  employee's last pay check is for an amount less than the amount of compensation owed the  
28                  City, a deduction shall also be made from the employee's next preceding pay check that

1 covers the balance of compensation owed the City. Any employee who leaves the service of  
2 the City due to resignation, retirement, layoff or death or who takes military leave will be  
3 paid for earned vacation time that has accumulated. If an employee returns to duty prior to  
4 his/her next following anniversary date, any vacation time earned and taken hereunder shall  
5 be offset against the employee's earned vacation time for the calendar year in which that  
6 anniversary date falls. Discharge employees are not entitled to pay for accumulated  
7 vacation time.

- 8 6. An employee on authorized injury leave as a result of a duty-incurred injury may use  
9 vacation scheduled during the period of such leave provided the Police Department  
10 Administration receives a written advance request to use the vacation, which indicates the  
11 time and place of the vacation, and provided further, the employee's private physician has  
12 authorized use of this vacation. Injured employees not using vacation scheduled during the  
13 period of their leave shall have their unused vacation rescheduled by the Police Department  
14 Administration when they return to duty, if it is possible to do so, before the end of the  
15 calendar year. In the event the Police Department Administration is unable to reschedule all  
16 of the employee's remaining unused vacation before the end of the calendar year, the  
17 employee shall be entitled to receive a lump sum payment equivalent to the dollar value of  
18 the remaining unused vacation at the end of the calendar year, computed on the basis of the  
19 employee's base salary rate in effect at the time for which the vacation was originally  
20 scheduled. This lump sum payment shall be made as soon as is administratively practicable  
21 following the end of the calendar year. The lump sum payment shall not be construed as  
22 being part of the employee's base salary and shall not be included in the computation of any  
23 fringe benefits enumerated in this Agreement. The lump sum payment shall not have any  
24 sum deducted for pension benefits nor shall it be included in any computation establishing  
25 pension benefits or payments. When authorized by the Police Department Administration,  
26 an employee may elect to carry over into the next succeeding calendar year any remaining  
27 unused vacation that the Police Department Administration was unable to reschedule by the  
28 end of the calendar year, instead of the lump sum payment provided above. The vacation

1 carried over shall be used by March 1 of the following calendar year or the employee will  
2 lose all rights to it, including all rights to the lump sum payment provided above. The  
3 scheduling of carried-over vacation shall be subject to availability of the dates requested by  
4 the employee, require prior approval by the employee's Commanding Officer and in no way  
5 affect the scheduling of other employees' vacations.

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

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

16 9. Segmented Vacation Periods

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

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

26 c. An employee requesting a segmented vacation period in a calendar year shall, prior  
27 to March 15 of such calendar year, notify his/her commanding officer in writing of  
28 this fact on a form provided by the City, setting forth thereon the number of

1 segmented days requested. Notification requirements as to the specific dates  
2 requested by the employee for his/her segmented vacation shall be as set forth in  
3 subsection 9.d., below. An employee failing to comply with this requirement shall  
4 not be permitted a segmented vacation period during such calendar year. The Police  
5 Department Administration shall have the authority to limit the aggregate number of  
6 segmented vacation days requested in the time period provided for in subsection b.,  
7 above, if it determines that granting additional requests for segmented vacation  
8 periods will result in insufficient manpower being available to meet the needs of the  
9 Police Service.

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

25 e. All requests made by employees for scheduling units of segmented vacation that are  
26 submitted in accordance with the time limit and notice requirements provided above  
27 shall be processed on a first-come, first-served basis, subject to the availability of the  
28 dates requested determined by the employee's commanding officer. No request will

1 be granted that results in another employee losing any non-segmented vacation dates  
2 he/she had previously selected in accordance with Departmental practices established  
3 for that purpose. In the event an employee's request for scheduling a unit of  
4 segmented vacation is in compliance with all of the time limit and advance notice  
5 requirements provided above, but the employee's commanding officer has  
6 determined that some or all of the dates requested by the employee for that unit are  
7 unavailable, it shall be the responsibility of the employee to schedule available  
8 substitute dates with his/her commanding officer.

9 10. The vacation with pay benefits computed under the provisions of this Article shall be the full  
10 and only vacation benefits to which employees covered by this Agreement shall be entitled  
11 during calendar years 2018 and 2019.

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

## 20 **ARTICLE 29**

### 21 **TIME OFF FOR JURY DUTY**

- 22 1. Employees covered by this Agreement shall be granted time off with pay for jury duty when  
23 they are legally summoned for jury duty, subject to the terms and conditions provided for in  
24 subsections 2 through 6, inclusive, of this Article, below.
- 25 2. When an employee is legally summoned to report for jury duty he/she shall:
- 26 a) Immediately notify his/her commanding officer and promptly submit to him/her a  
27 written report, in "matter of" form, showing the date he/she is required to report for

- 1           such jury duty; and
- 2       b)    Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and  
3           County of Milwaukee form 2448R16 (Official Jury Notice), and forward both  
4           documents to the Police Department Administration Bureau-Payroll Section; and
- 5       c)    Submit a Certification of Jury Service form to the Police Department Administration  
6           Bureau--Payroll Section at the end of his/her jury duty. Copies of this form may be  
7           obtained from the Circuit Court Calendar Clerk.
- 8    3.    While on authorized jury duty employees shall be considered by the Police Department to be  
9           working the day shift and shall be permitted to change their off-duty days (regular off and  
10          vacation days) subject to approval from the Police Department Administration. If the  
11          employee's off-duty days are changed, the employee shall be required to turn over all jury  
12          duty payments he/she receives (excluding official travel pay) to the City; in the event the  
13          employee's off-duty days are not changed he/she shall be entitled to retain the jury duty  
14          payments he/she receives for jury duty performed on his/her off-duty days, but shall be  
15          required to turn over to the City all other jury duty payments he/she receives (excluding  
16          official travel pay).
- 17   4.    Employees shall not be eligible for overtime while on jury duty, even if such duty extends  
18          beyond eight hours in one day; nor shall they be eligible for overtime for work performed  
19          outside their regularly scheduled work shift that is the result of changes made pursuant to  
20          subsection 3. of this Article, above.
- 21   5.    On days when the employee is normally scheduled to work, no greater amount of time off  
22          for jury duty shall be granted than is necessary. If an employee is called for jury duty on  
23          such day and reports thereto without receiving a jury assignment for that day, or if he/she is  
24          engaged in jury duty for part of such day, he/she shall immediately notify his/her  
25          commanding officer of this fact by telephone and report back to work for the remainder of  
26          his/her work day. If the employee is engaged in jury duty for part of a day that falls on a  
27          work day, then such requirement to report back to work shall not be applicable on days  
28          where the amount of time remaining in the employee's regularly scheduled eight-hour shift

1 for that day, together with travel time from the jury duty site to the employee's duty  
2 assignment location, does not allow for a work period of reasonable length; in this  
3 circumstance, the employee shall still be required to notify his/her commanding officer in  
4 accordance with the requirement set forth above. The criteria used in determining what  
5 constitutes reasonable length shall be based on present Police Department practices covering  
6 jury duty; notwithstanding the foregoing, an employee released from jury duty prior to 12:00  
7 noon on a work day must report back to work for the remainder of his/her work day.

## 8 **ARTICLE 30**

### 9 **PAID LUNCH**

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

## 11 **ARTICLE 31**

### 12 **TIME OFF IN LIEU OF HOLIDAYS**

- 13 1. Employees shall be entitled to receive up to ninety-six (96) hours off with pay in lieu of  
14 holidays per fiscal year, one eight-hour period of which shall be designated by the Chief of  
15 Police to commemorate Dr. Martin Luther King's birthday.
- 16 2. Employees in active service less than a fiscal year shall be entitled to time off in lieu of  
17 holidays with pay prorated on the basis of their length of service during the fiscal year.  
18 Time off in lieu of holidays shall be earned at a rate of eight (8) hours per calendar month  
19 for each calendar month in a calendar year that the employee was on the Police Department  
20 payroll. For purposes of interpretation of this provision, an employee on the Police  
21 Department payroll for at least 14 days in a calendar month shall be deemed as having been  
22 on the Police Department payroll for the full calendar month; in the event the employee is  
23 on the Police Department payroll for less than 14 days in a calendar month, then the  
24 employee shall be deemed as not having been on the payroll at all during such calendar  
25 month.
- 26 3. Except as provided in subsection 4 of this Article, below, such time off with pay shall be

1 used by the employee in the fiscal year in which they are earned; employees who do not use  
2 all of their entitled time off in lieu of holidays within the fiscal year in which it was earned  
3 shall lose all right to the unused time off.

- 4 4. If an employee is unable to use all of the time off in lieu of holidays with pay to which the  
5 employee is entitled during a fiscal year because of an extended period of authorized sick  
6 leave that does not allow the Chief of Police to reschedule some or all of the employee's  
7 unused time off in lieu of holidays in that fiscal year, then the City, upon the employee's  
8 return to duty in the next fiscal year, will restore to the employee's sick leave account an  
9 amount of time equal to the amount of such unused time off in lieu of holidays with pay that  
10 the Chief of Police was unable to reschedule. This provision shall only cover time off in  
11 lieu of holidays that is not integrated into the employee's regular work schedule. (In the case  
12 of an employee assigned to a District Station on an eight-hour shift basis whose regular  
13 work schedule is five days on-duty, two days off-duty, followed by four days on-duty, two  
14 days off-duty, etc., this provision would cover the 32 hours off in lieu of holidays per fiscal  
15 year that are not integrated into the employee's regular work schedule and would not cover  
16 any of the 64 hours off in lieu of holidays per fiscal year that are integrated into the  
17 employee's regular work schedule.)
- 18 5. The scheduling of work days off in lieu of holidays with pay shall be controlled by the Chief  
19 of Police.

## 20 **ARTICLE 32**

### 21 **HOLIDAY PREMIUM PAY**

- 22 1. Except as provided in paragraph 2, employees who are assigned to duty on July 4, December  
23 25, January 1 and/or Labor Day (first Monday in September) of a calendar year shall be  
24 compensated in cash at a rate of one and one-half (1½) their base salary for all such assigned  
25 duty worked from 12:00 a.m. through 11:59 p.m., inclusive, during such days.
- 26 2. An employee may elect to receive such holiday compensation in compensatory time off in  
27 lieu of cash, subject to the following terms and conditions:

- 1       a.     The employee's compensatory time off balance (CTB) recorded on the most current  
2             Police Department Personnel Status Report must be less than 225 hours;
- 3       b.     Compensatory time off earned by an employee on a holiday listed above shall be  
4             included in his/her CTB;
- 5       c.     The procedures governing the use of compensatory time off earned on holidays shall  
6             be the same as those provided in the OVERTIME Article of this Agreement for use  
7             of compensatory time off; and
- 8       d.     An employee may elect to receive compensatory time off in lieu of cash for work  
9             performed during roll-call time on a holiday listed above, only if he/she elects  
10            compensatory time off for all roll-call time worked during the Pay Period in which  
11            the holiday occurred (this is consistent with existing Departmental procedures  
12            governing eligibility for election of compensatory time off for roll-call time  
13            overtime).
- 14    3.     For administrative purposes, all time so worked shall be computed to the nearest 0.1 of an  
15            hour. For purposes of interpretation and construction of this Article, the compensation  
16            herein provided shall only be granted for authorized duty occurring on the actual calendar  
17            dates that the four (4) holidays listed above fall; no such compensation will be granted for  
18            duty on any other calendar date on which these four (4) holidays may officially be  
19            celebrated or observed pursuant to law.
- 20    4.     Application of the provisions enumerated herein shall not involve pyramiding of the  
21            compensation described herein. No employee shall receive overtime benefits and/or shift or  
22            weekend differential benefits in addition to holiday premium pay.
- 23    5.     Any payment made in addition to the employee's base salary under the provisions of this  
24            Article shall not have any sum deducted for pension benefits nor shall such payments be  
25            included in determining pension benefits or other fringe benefits.

1 **ARTICLE 33**

2 **UNIFORM AND EQUIPMENT**

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

4 a. Initial Allowance

5 (1) Employees in the Police Officer job classifications shall, upon appointment,  
6 receive an initial uniform and equipment issue, the specific items of which  
7 shall be determined by the Chief of Police. These specific items shall remain  
8 the property of the City and shall revert to the Police Department upon the  
9 employee's severance from service from and after January 1, 1991.

10 (2) Effective as soon after September 14, 1987, as administratively practicable,  
11 one silver badge patch for the windbreaker shall be included in the initial issue.

12 (3) Effective upon the execution date of the 2010-2012 Agreement, a uniform  
13 outer carrier shall be included in the initial issue, which shall replace the initial  
14 issue of a sweater.

15 b. Replacement Allowance

16 (1) Employees Occupying Classifications Other Than Detective, Chief Document  
17 Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification  
18 Systems Specialist, Document Examiner and Identification Technician

19 (a) The City shall replace articles of initial allowance of uniform and  
20 equipment prescribed by the Chief of Police and, in addition, up to two  
21 shirts or one uniform outer carrier and one turtleneck shirt or any  
22 combination thereof totaling two items per year, whenever such articles  
23 have been condemned on account of normal wear and tear. At his/her  
24 option the employee may have either a summer short sleeve shirt or a  
25 winter long sleeve shirt or a turtleneck shirt replaced. The Chief of  
26 Police shall issue a requisition to a vendor selected by the Standards and  
27 Procurement Division for each replacement article required. Whenever

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

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

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

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

22 (a) The City shall provide employees occupying the classification of  
23 Detective, Chief Document Examiner, Police Audio Visual Specialist,  
24 Latent Print Examiner, Identification Systems Specialist, Document  
25 Examiner and Identification Technician a clothing allowance of \$450 per  
26 annum.

27 (b) Payments made under subsection 1.b.(2)(a) of this  
28 Article shall be paid in December of the year in which they were earned.

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

- 18 2. Subject to the following terms and conditions, the City will provide each employee in the  
19 Detective classification with one (1) windbreaker:
- 20 a. For employees appointed to the Detective classification, the windbreaker shall be  
21 provided upon appointment as Detective.
  - 22 b. The specifications of the windbreaker shall be prescribed by the Chief of Police.
  - 23 c. The windbreaker shall be deemed "initial issue" for Detectives and replacement shall  
24 be made in accordance with the provisions of paragraph 1.b.(1)(a) of this Article.
- 25 3. During the term of this Agreement, each member of the bargaining unit shall be  
26 compensated for items of uniform and equipment prescribed by the Police Department  
27 which are either (1) directly or indirectly destroyed in the line of duty, or (2) stolen from the  
28 member while such member is on duty. The provisions of item (2) of this paragraph shall

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

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

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

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

23 c. Employees in active service appointed prior to May 18, 1989, who did not have the  
24 option to elect soft body armor with a threat level higher than threat level II shall  
25 have a one-time-only opportunity to elect threat level IIIA soft body armor  
26 (employees making this election shall be required to turn in the soft body armor they  
27 were issued at the time of their appointment). Such election shall be in writing in a  
28 manner prescribed by the Department. Employees eligible to make an election must

1 do so before June 30, 1989.

2 d. The Department shall meet the cost of soft body armor provided hereunder.

3 5. Payments made under the provisions of this Article shall not be construed as being part of  
4 the employee's base salary and shall not be included in the computation of any fringe  
5 benefits enumerated in this Agreement. Any payment made under the provisions of this  
6 Article shall not have any sum deducted for pension benefits nor shall such payments be  
7 included in any computation establishing pension benefits or payments.

8 6. Notwithstanding any other provision of this Article, during a calendar month employees  
9 shall not be entitled to receive benefits under both subsections 1.b.(1) and 1.b.(2); instead  
10 eligibility for receipt of benefits under either of these two subsections shall be predicated on  
11 the length of service therein, the subsection with greater service determining the benefit (in  
12 the event the length of service is identical the employee shall be entitled to elect the  
13 subsection under which his/her benefits shall be determined).

14 7. At the discretion of the Chief of Police, an employee may not be granted benefits provided  
15 by this Article where circumstances render the situation inappropriate.

16 \* \* \* \* \*

17 NOTE: As provided for the City/MPA Memorandum of Understanding relative to soft body  
18 armor executed May 19, 1989, implementation of paragraph 4 of this Article is  
19 contingent upon City Attorney approval requirements therein.

20 **ARTICLE 34**

21 **SAFETY GLASSES**

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

1 **ARTICLE 35**

2 **AUTO ALLOWANCE**

3 1. A member of the Department may use his/her privately owned vehicle for Departmental  
4 business only under express authorization from his/her commanding officer. When such use  
5 is authorized, the City will indemnify the officer for any property damage sustained by  
6 his/her automobile and shall represent the officer and shall be responsible for any judgment,  
7 damages and costs entered against the officer for acts arising out of his/her official capacity  
8 while acting within the scope of his/her employment.

9 2. When an employee is authorized by his/her commanding officer to use his/her private  
10 vehicle on Departmental business, in accordance with Departmental procedures established  
11 for that purpose, and the vehicle sustains damage during such use, the employee shall submit  
12 a written report of the damages to his/her commanding officer before the end of the work  
13 shift in which the damages occurred. The report shall include a description of the damages,  
14 the date and time of occurrence, and the cause. Reasonable costs of damages to the officer's  
15 vehicle will be reimbursed by the City provided the employee submits documentation of  
16 such cost to his/her commanding officer no later than seven (7) calendar days following the  
17 occurrence of the damage and further provided that the City is subrogated to the extent of its  
18 property damage payment in the event the officer recovers those damages from any third  
19 party. If bona fide medical circumstances applicable to the employee preclude compliance  
20 with the above time limits, the employer shall authorize a reasonable extension of these time  
21 limits.

22 **ARTICLE 36**

23 **LOCKERS**

24 1. Except as provided in subsection 2, below, the City will provide each employee covered by  
25 this Agreement with individual locker space.

26 2. The City shall not have to provide employees with individual locker space at locations  
27 where sufficient existing space is not available or where providing individual locker space

1 would require extensive remodeling or construction. If individual locker space is not  
2 available to accommodate every employee, then individual locker space shall be assigned on  
3 a seniority basis identical to that which governs selection of vacations within the district or  
4 bureau. Employees not assigned to individual lockers shall be assigned shared lockers.

5 3. If the City constructs new buildings, space shall be allotted for locker rooms containing  
6 lockers for each individual employee.

7 4. The City shall continue to retain the right of inspection provided the employees whose  
8 lockers are inspected are present during such inspection. If the employee is unable to be  
9 present at the time of inspection or when a locker is opened as a result of loss of locker  
10 privilege due to seniority and/or lack of availability of space a union representative shall be  
11 present in their place. Any property within an opened locker shall be provided directly to  
12 the employee or union representative, unless that property may be contraband or the  
13 property of the Department. The City shall continue to be held blameless against loss, theft  
14 or damage.

15 5. Members who use Department lockers shall be permitted to use private locks and shall  
16 secure their lockers at all times. The Department will not establish a master key system so  
17 long as paragraphs one through four, above, of this Article remain the same as those in the  
18 1995-1997 City-Union labor agreement.

## 19 **ARTICLE 37**

### 20 **SPECIAL UNIT PAY**

21 1. Employees assigned by the Chief of Police to any of the following special units shall receive  
22 an amount in addition to base salary equivalent to \$350 per annum: the Bomb Squad Unit,  
23 the Underwater Investigation Unit, Arson Investigators, Honor Guard, and Tactical  
24 Enforcement Unit. An employee may not receive more than \$350 per annum regardless of  
25 the number of special units he/she may belong to at any one given time.

26 2. Payments made under the provisions of this Article shall be paid after December 31 of the  
27 year in which they were earned. Pro rata adjustment to the nearest calendar month on the

1 basis of service in a Special Unit will be made for those employees who were assigned to a  
2 Special Unit for less than a full calendar year. For purposes of pro rating, an employee  
3 assigned to the Bomb Squad, the Underwater Investigation Unit, the Arson Investigation  
4 Unit, the Honor Guard, or the Tactical Enforcement Unit for at least 14 days in a calendar  
5 month shall be deemed as having been assigned to a Special Unit for the full calendar  
6 month; in the event the employee is assigned to a Special Unit less than 14 days in a  
7 calendar month, the employee shall be deemed as not having been assigned to a Special Unit  
8 at all during the calendar month.

9 3. Payments made under the provisions of this Article shall not be construed as being part of  
10 employees' base pay and shall not be included in the computation of any fringe benefits  
11 enumerated in this Agreement.

12 4. Any payment made under the provisions of this Article shall not have any sum deducted for  
13 pension benefits nor shall such payments be included in any computation establishing  
14 pension benefits or payments.

## 15 **ARTICLE 38**

### 16 **UNDERWATER INVESTIGATION UNIT PAY**

17 Effective upon implementation of the 2013-2017 Labor Agreement provisions of this Article  
18 have been incorporated into Article 37.

## 19 **ARTICLE 39**

### 20 **EDUCATIONAL PROGRAM**

21 1. Subject to the terms and conditions provided in subsections 2 through 6, below, upon  
22 attainment of necessary credits or degree, an employee's base salary shall be as identified in  
23 Article 10 of this Agreement.

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

26 3. Courses for which credits or degrees are earned for which payment shall be made shall be  
27 limited to courses of study in which the credits have been successfully earned from an

1 educational institution accredited by any of the following regional accreditation  
2 associations:

3 North Central Association of Colleges and Schools

4 Middle States Association of Colleges and Schools

5 New England Association of Schools and Colleges, Inc.

6 Northwest Association of Colleges and Schools

7 Southern Association of Colleges and Schools

8 Western Association of Schools and Colleges

9 4. Employees who have earned a Baccalaureate and/or Advanced Degree shall request that the  
10 degree granting collegiate institutions send a report to the Milwaukee Police Department  
11 with a statement as to the date on which the degree was conferred, the major field of study  
12 pursued, and that the institution was a member in good standing of an association listed in  
13 3., above, at the time the degree was granted.

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

## 20 **ARTICLE 40**

### 21 **TUITION AND TEXTBOOK REIMBURSEMENT**

22 1. Tuition and textbook reimbursement shall be in accordance with the Veteran's  
23 Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall  
24 there be any duplication of these benefits paid the employee.

25 2. If an employee is ineligible to receive tuition and/or textbook reimbursement under the  
26 provisions of Subsection 1 of this Article, the City will reimburse tuition and textbook costs  
27 incurred by the employee up to a combined maximum (tuition and textbook costs added

1 together) of \$1,200.00 per calendar year during the term of this Agreement (any portion of  
2 the combined maximum may be used for short courses which are less than three weeks in  
3 duration) subject to the terms and conditions hereinafter provided. Effective for calendar  
4 year 2019 the tuition and textbook reimbursement shall increase to \$1,500.

5 3. All courses of study for which reimbursement is requested by an employee under the  
6 provisions of Subsection 2 of this Article shall be job related and approved by the Police  
7 Chief before any such reimbursement is paid to the employee by the City. Coursework  
8 approved to be on City time by both the Chief of Police and the Department of Employee  
9 Relations may be on City time.

10 4. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees  
11 must submit an application for reimbursement to a City-designated administrator on a form  
12 provided by the City no later than four (4) weeks following the starting date of the course for  
13 which reimbursement is requested.

14 5. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees  
15 shall present evidence to a City designated administrator of successful completion for those  
16 Police Department approved courses of study that they are requesting reimbursement. Such  
17 evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks  
18 following completion of such Police Department approved courses of study and shall consist  
19 of the final grade report for each such Police Department approved course of study. A  
20 Police Department approved course of study shall be deemed successfully completed if:

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

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

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

- 1 6. Payment of reimbursement described in Subsection 2 of this Article shall be made as soon as  
2 is administratively practicable after the reimbursement application and evidence of  
3 successful completion of the Police Department approved courses of study for which such  
4 reimbursement is being requested is received by aforesaid City designated administrator.
- 5 7. Any payment made under the provisions of this Article shall not have any sum deducted for  
6 pension benefits nor shall such payments be included in the determination of pension  
7 benefits or other fringe benefits.
- 8 8. Employees must remain in service for a six-month period after receiving Tuition and  
9 Textbook Reimbursement from the City or the amount reimbursed will be deducted from the  
10 employee's final paycheck.

## 11 **ARTICLE 41**

### 12 **SENIORITY FOR LAYOFF PURPOSES**

- 13 1. In the event of a layoff of members of the bargaining unit, the order of layoff shall be  
14 inversely related to length of service. (The last employee hired shall be the first employee  
15 laid off).
- 16 2. In the event of a recall to work, the order of return shall be directly related to length of  
17 service. (The last employee laid off shall be the first employee returned to work).
- 18 3. Length of service, for the purpose of this Article, is to be measured from the date of original  
19 hire in the Police Department with police powers.
- 20 4. Should the City find it necessary to lay off members of the bargaining unit, it shall give the  
21 Association notice not less than four (4) weeks prior to the effective date of the layoff of the  
22 initially affected employee. The City and the Association shall meet within three (3)  
23 working days of the notice to discuss layoffs. The City at this meeting shall provide the  
24 Association with a current seniority list of the Police Department.
- 25 5. Seniority shall be broken if an employee:  
26 a. Retires  
27 b. Resigns from the police service  
28 c. Is discharged and the discharge is not reversed  
29 d. Is not recalled from layoff for a period of three (3) years

- 1 e. Is recalled from a layoff and does not report for work within three (3) calendar weeks
- 2 f. Does not return at the expiration of a leave of absence.
- 3
- 4 6. Employees of the same rank having the same starting date shall have their seniority status
- 5 determined by their position on the eligibility list from which they were appointed.
- 6 7. In the event of a layoff, the City shall not transfer any employee covered by this Agreement
- 7 out of the Police Department to any other City Department.

8 **ARTICLE 42**

9 **DUES DEDUCTIONS**

- 10 1. No member of the bargaining unit is required to join the Association. However,
- 11 membership in the Association is open to all members of the bargaining unit who choose to
- 12 join and comply with the constitution and by-laws of the Association. No person will be
- 13 denied membership in the Association because of race, ethnic origin, sex or religious
- 14 affiliation.
- 15 2. The City will deduct dues payments of Association members from their bi-weekly paycheck
- 16 and remit these sums to the Association Treasurer within ten (10) calendar days after the
- 17 payday from which the deduction was made.
- 18 3. Dues for new members of the Association will be made from their first paycheck after
- 19 joining the Association.
- 20 4. The City will not deduct the dues of any employee in a two-week pay period unless the
- 21 employee is a member of the Association for at least seven calendar days in such pay period.
- 22 5. Changes in dues amounts to be deducted shall be certified by the Association to the City
- 23 Labor Negotiator at least four (4) weeks before the start of the pay period the changed
- 24 deduction is to be effective.
- 25 6. The MPA shall, at its sole cost and expense, fully indemnify, defend and hold harmless the
- 26 City, its officers, agents and employees against any and all claims, suits, actions or liability
- 27 of judgments for damages (including, but not limited to, expenses for reasonable legal fees
- 28 and disbursements of the City, if any) arising from any objections to or contesting of the

1 validity of any dues deductions or the interpretation, application or  
2 enforcement of this provision.

3 7. The Association will fully and fairly represent all members of the bargaining unit, as may be  
4 required by law, regardless of whether they are members of the Association.

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

## 8 **ARTICLE 43**

### 9 **DUES CHECK-OFF**

10 1. Except as provided in subsection 5, below, the provisions of this Article shall cover  
11 employees only if the AGENCY SHOP provision of this Agreement is determined by a  
12 competent court or tribunal to be inoperative; in which event this provision shall be deemed  
13 a mutually satisfactory replacement for the AGENCY SHOP provision and the provisions of  
14 subsection 2. of the WAIVER OF FURTHER BARGAINING Article of this Agreement  
15 shall not apply.

16 2. Employees may authorize the City to deduct Association dues from their paychecks by  
17 executing an authorization card, such authorization card prescribed by the City, and  
18 submitting it to a City-designated administrator. Any authorization card executed prior to  
19 this Article becoming operative shall constitute an authorization card under this provision.

20 3. Check-off shall become effective two pay periods following the date the employee's  
21 executed authorization card is received by the City-designated administrator. If any  
22 employee wishes to withdraw from check-off, he shall pay a fee of \$2.00 to the City  
23 Treasurer and obtain a revocation card in accordance with procedures established for that  
24 purpose by the City. Such withdrawal will become effective four pay periods after filing.

25 4. The Association shall file a report with the City Comptroller's Office certifying the amount  
26 of employee dues deduction that is uniformly required of all employees represented by the  
27 Association. Changes in uniform employee dues deductions shall be certified by the

1 Association and filed with the City Comptroller's Office at least 15 calendar days before the  
2 start of the pay period the new uniform dues deduction schedule is to become effective.

3 5. An employee newly appointed to City employment on or after the execution date of this  
4 Agreement may authorize the City to deduct Association initiation dues from his/her  
5 paycheck by executing an authorization card prescribed by the City for this purpose and  
6 submitting it to a City-designated administrator within 60 calendar days following his/her  
7 appointment date. Initiation dues check-off shall become effective with the third pay period  
8 following the date the authorization card is received by the City administrator and shall be  
9 made in four (4) equal installments spread over four (4) pay periods. The Association shall  
10 file a report with the City Comptroller's Office certifying the amount of employee initiation  
11 dues that are uniformly required of all new employees represented by the Association.  
12 Changes in uniform initiation dues shall be certified by the Association and filed with the  
13 City Comptroller's Office at least 15 calendar days before the start of the pay period the new  
14 uniform dues deduction schedule is to become effective.

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

## 20 **ARTICLE 44**

### 21 **BULLETIN BOARDS**

22 The City will furnish bulletin boards at each district station and bureau. The material being  
23 placed upon such boards shall consist of official announcements of the Association,  
24 announcements of social events, Association election campaign material (provided that such  
25 material is non-controversial), results of Association elections, calls for Association elections;  
26 and any other matter approved by the Association, provided such other matter is non-  
27 controversial. It shall be the duty of the Association to keep the boards current and to remove

1 obsolete material; the Association shall assign one or more stewards at each location for this  
2 purpose. The parties shall interpret this article in a manner consistent with the final  
3 determination of the Wisconsin Employment Relations Commission in Case 442 No. 55600 MP-  
4 3346.

5 **ARTICLE 45**

6 **NEGOTIATIONS**

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

11 **ARTICLE 46**

12 **LIMITATIONS UPON ASSOCIATION ACTIVITY**

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

19 **ARTICLE 47**

20 **ASSOCIATION NEGOTIATING TIME**

- 21 1. The Association shall provide the City Labor Negotiator with the names of the members of  
22 its Executive Board and the names of those Board members who will comprise the  
23 Association Negotiating Committee.
- 24 2. Subject to the terms and conditions hereinafter provided, members of the Association  
25 Negotiating Committee shall be entitled to paid time off computed at straight time (1x) rates

1 for authorized City/Association negotiating meetings. The amount of paid time off provided  
2 shall be limited to the length of each authorized City/Association negotiating meeting,  
3 including reasonable travel time from site of employment to site of meeting, but in no event  
4 shall payment be made for time greater than eight (8) hours per day.

5 3. For each authorized City/Association Negotiating Meeting, the Association shall provide the  
6 City Labor Negotiator with the names of the Association bargaining committee members  
7 attending the meeting that are to be covered by the provisions of this Article. These names  
8 shall be provided sufficiently in advance of the meeting to permit the City Labor Negotiator  
9 to give reasonable advance notice to the Chief of Police of the meeting.

10 4. Reimbursement

11 a. Each month, the Association shall reimburse the City an amount equivalent to the  
12 base salary paid members under the provisions of this Article during such month.

13 b. Each month, the Association shall also reimburse the City an amount equivalent to  
14 the overtime premium (1/2x) paid employees required to work overtime as a result of  
15 members utilizing paid time off under the provisions of this Article during such  
16 month. The Police Department Administration shall determine the amount of  
17 overtime premium owed the City.

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

21 d. This subsection shall not apply to the first 300 hours of paid time off used in each  
22 year of this Agreement.

23 5. The City Labor Negotiator shall interpret and administer the provisions of this Article.

24 **ARTICLE 48**

25 **BANK OF HOURS FOR ASSOCIATION ACTIVITY**

26 The Association shall advise the City of the names of the members of its Executive Board. Such  
27 members, in aggregate, shall be entitled to a maximum of 4,500 hours per calendar year paid

1 time off subject to the following terms and conditions:

2 1. Such paid time off shall be limited to Association membership meetings, Executive  
3 Board meetings, Steward meetings, Association training opportunities (limited to  
4 200 hours of the allotted 4,500 hours), to serve as requested in representing  
5 Association members, and for the attendance at authorized meetings of City Boards,  
6 Commissions and Committees.

7 2. Except for authorized meetings of City Boards, Commissions and Committees, the  
8 Association shall provide the Chief of Police with written notice of each such  
9 meeting and the members to be released on account thereof. Seven days' notice shall  
10 be provided for all but two meetings during a calendar year. For two meetings,  
11 written notice of not less than 24 hours may be given. In the event that notice  
12 meeting the requirements herein is not given, the Chief of Police shall not be  
13 obligated to release members for a meeting.

14 3. For each authorized meeting of a City Board, Commission or Committee, the  
15 Association shall provide the Chief of Police with written advance notice of not less  
16 than 24 hours for such meeting and the Executive Board members to be released on  
17 account thereof.

18 4. Employees on overtime assignment shall not be entitled to paid time off under the  
19 provisions of this Article.

20 5. Reimbursement

21 a. Each month, the Association shall reimburse the City an amount equivalent to  
22 the base salary paid members under the provisions of this Article during such  
23 month.

24 b. Each month, the Association shall also reimburse the City an amount  
25 equivalent to the overtime premium (1/2X) paid employees required to work  
26 overtime as a result of members utilizing paid time off under the provisions of  
27 this Article during such month. The Police Department Administration shall  
28 determine the amount of overtime premium owed the City.

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

## 5   **ARTICLE 49**

### 6   **CONTRACT ADMINISTRATION**

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

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

1 City-supported activities.

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

19 4. The Association shall pay to the City, on a quarterly basis, an amount equal to one-half (½)  
20 the base salary payments (before taxes) made by the City to two Police Liaison Officers and  
21 an amount equal to 100% of the base salary (before taxes) and \$150 biweekly payments  
22 made by the City to one Police Liaison Officer.

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

- 26 LONGEVITY IN RANK PAY
- 27 CERTIFICATION PAY
- 28 PENSIONS AND RELATED MATTERS
- 29 LIFE INSURANCE
- 30 HEALTH INSURANCE
- 31 SICK LEAVE

1 INJURY PAY  
2 TERMINAL LEAVE  
3 VACATIONS  
4 WORK DAYS OFF IN LIEU OF HOLIDAYS  
5 MILITARY LEAVE  
6 EDUCATIONAL PROGRAM  
7 TUITION AND TEXTBOOK REIMBURSEMENT  
8

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

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

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

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

- 17 a. Beyond eight hours in any one day.
  - 18 b. Beyond forty hours in any one week.
  - 19 c. On a holiday.
  - 20 d. On an off-day.
  - 21 e. On a vacation day
- 22

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

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

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

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

33 a. Assist in processing any problems pertaining only to matters involving interpretation,  
34 application and enforcement of this Agreement.

35 b. Submit a report of their activities to the City Clerk each week.

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

1 eligible to be promoted from that list.

2 17. Except as specifically provided otherwise herein, all costs associated with a Police Liaison  
3 Officer shall be borne by the Association and under no circumstances shall the City be  
4 required to reimburse the Association for said costs.

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

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

## 17 **ARTICLE 50**

### 18 **BARGAINING UNIT INFORMATION**

19 1. On a quarterly basis, the City will provide the Association with the name, rank, payroll  
20 number district or bureau assignment, and home address of all employees the Association is  
21 authorized to represent by virtue of this Agreement and will keep such information current.

22 2. The City will provide the Association with the following information (except as noted  
23 otherwise, the information to be provided shall be limited to information that is current and  
24 prospective as of such execution date):

25 a. Police Department Bi-Weekly Roster List

26 The Roster List information provided will only cover employees represented by the  
27 Association and will be provided in two formats: (1) payroll number sequence and

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

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

15 b. Police Department Personnel Status Report

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

21 c. Annual Vacation Seniority List

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

25 d. Health-Dental Insurance Data

26 In February and August of each calendar year, Employee Benefits Administration  
27 will generate a report for the Association containing a count of the Association-  
28 represented employees in active service at that time that are enrolled in each health

1 and dental insurance carrier offered these employees by the City. This report shall  
2 indicate single or family enrollment status and shall include a summary of the counts  
3 in each plan by single/family enrollment status.

4 e. Worker Compensation Reports

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

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

13 g. Each pay period the Police Department shall provide a copy of the "Overtime By  
14 Location" report to the Association.

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

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

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

25 **ARTICLE 51**

26 **UNPAID LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS**

27 1. The City will permit a member of the Association to take an unpaid leave of absence for a

1 period of one year for service with a labor organization with which it maintains a contractual  
2 relationship.

3 2. Such unpaid leave of absence may be renewable for an additional year and the sole  
4 obligation of the City shall be to restore the individual on leave of absence to the first open  
5 position in the title the individual held provided that the individual can meet the  
6 requirements of this position and that there are no employees on layoff with greater seniority  
7 at the time the individual makes his requests for reinstatement.

8 3. No benefits shall accrue to the individual during the term of such unpaid leave of absence.

9 4. The Association Executive Board, through their President or his designee, shall notify the  
10 City Labor Negotiator in writing at least 14 calendar days prior to the effective  
11 commencement date of the leave. Employees making application for return from leave of  
12 absence shall notify the City Labor Negotiator in writing at least 14 calendar days prior to  
13 the date they are requesting return to duty. Such leave shall be granted subject to the  
14 employee complying with all Departmental rules and procedures regarding leaves of  
15 absence and return to duty.

## 16 **ARTICLE 52**

### 17 **UNPAID MATERNITY**

18 1. Female Maternity/Childrearing Leave

19 a. Unpaid Maternity Leave

20 (1) Length of Leave

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

27 (2) Notification Requirements

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

10 (3) Extension of Maternity Leave

11 At his/her discretion, the employee's attending physician may extend the term  
12 of maternity leave beyond the 135-day post-delivery maximum, described  
13 above, for medical reasons associated with such pregnancy until such time as  
14 he/she determines that the employee is fit for return to duty. In this event the  
15 attending physician shall submit the reasons for such extension, and its  
16 expected duration, in writing to the Department Administration prior to the  
17 date on which such 135-day post-delivery maximum occurs.

18 (4) Fitness for Duty

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

28 b. Unpaid Childrearing Leave

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

5           c.     The leave provided by subsections 1.a. and 1.b. of this Article, above, shall be  
6           without pay except that the employee may use her accumulated sick leave during the  
7           maternity portion of such leave so long as her attending physician determines that  
8           she is unfit for duty on account of medical reasons associated with her pregnancy.  
9           An employee may use the accumulated vacation, holiday time or compensatory time  
10          off, to which she is entitled to receive under the VACATION, HOLIDAY and  
11          OVERTIME Articles of this Agreement during such leave. Except when maternity  
12          leave is extended for medical reasons, as hereinbefore provided, the unpaid portion  
13          of such leaves, together with the paid portion, shall not exceed the time limits  
14          provided for in subsections 1.a. and 1.b., above. Under no circumstances shall an  
15          employee be entitled to the benefits provided under the SICK LEAVE and INJURY  
16          PAY Articles of this Agreement during a period of a childrearing leave nor shall she  
17          be entitled to the benefits under such INJURY PAY Article during a period of a  
18          maternity leave.

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

23    2.   Male Childrearing Leave

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

28          b.     Such leave shall be without pay except that the employee may use the accumulated

1 vacation, holiday time and compensatory time off to which he is entitled to receive  
2 under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement  
3 during such leave. The unpaid portion of such leave together with the paid portion  
4 shall not exceed 130 consecutive calendar days. Under no circumstances shall an  
5 employee be entitled to receive the benefits provided under the SICK LEAVE and  
6 INJURY PAY Articles of this Agreement during a period of a childrearing leave.

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

11 3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

- 12 a. When requested, an employee shall be granted an unpaid special childrearing leave  
13 of up to 130 consecutive calendar days in the event such employee legally adopts a  
14 child under age five and the terms of the adoption require the presence of one  
15 adoptive parent with the child. The employee shall be required to provide  
16 documentation of such adoption to the Police Department Administration. Such  
17 leave shall begin on the effective date of placement of the adopted child in the  
18 employee's home.

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

- 27 c. An employee making application for a special childrearing leave for adoption  
28 purposes shall provide the Police Department Administration with written advance

1 notice, in a manner prescribed by the Administration and indicate thereon the starting  
2 date of such special childrearing leave and the anticipated date such leave will end.

3 4. Reinstatement

4 a. Unpaid Leave of Absence Less Than 90 Days

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

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

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

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

28 (2) If no vacancy exists in such position classification on the date such employee

1 requests return to duty, then the employee's reinstatement shall be effective on  
2 the first date following the requested date that such vacancy occurs.

3 c. Departmental Medical Certification Requirement

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

9 5. Administration

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

14 b. Off-duty employment for an individual during a leave of absence provided hereunder  
15 shall be governed by the provisions of the OFF-DUTY EMPLOYMENT Article of  
16 this Agreement; the terms and conditions under which such off-duty employment is  
17 permitted shall be the same as those applicable to employees in active service.

18 c. No benefits, including salary step increments, shall accrue to the individual during  
19 the unpaid portion of such leave.

20 d. An employee who has been reinstated to duty from an unpaid childrearing leave  
21 granted for the birth, or adoption, of his/her child shall not be permitted an additional  
22 period of unpaid childrearing leave for that child.

23 **ARTICLE 53**

24 **OFF-DUTY EMPLOYMENT**

25 1. Except as otherwise herein provided, employees covered by this Agreement shall devote  
26 their whole time and attention to the service of the Police Department and they are expressly  
27 prohibited from engaging in any other business or occupation. Employees covered by this

1 Agreement shall be permitted to work up to thirty-two (32) hours maximum biweekly (but  
2 no more than 20 in any one calendar week) on a non-cumulative basis in another business or  
3 occupation provided that such employment is approved by the Chief of Police; and provided  
4 further that such employment does not occur while the employees are on sick leave or duty-  
5 incurred injury leave or during a period of an existing emergency; and provided further that  
6 such employment does not interfere with the rights of the Chief of Police to schedule or  
7 assign overtime. During non-segmented vacation periods, employees shall be permitted to  
8 work up to forty (40) hours maximum per week in another business or occupation, subject to  
9 the provisions of this subsection.

10 2. The Chief of Police shall have the right to establish Rules and Regulations to administer and  
11 control the off-duty employment benefits provided in Subsection 1 of this Article.

12 3. For information purposes only, once per calendar year, the Department shall provide the  
13 Association with a list of jobs that were approved in the previous calendar year pursuant to  
14 this Article.

## 15 **ARTICLE 54**

### 16 **DUTY ASSIGNMENT**

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

## 24 **ARTICLE 55**

### 25 **POLITICAL LEAVES OF ABSENCE**

26 1. Subject to the provisions of 5 United States Code sections 1501-08, as amended, if and when

1 an employee chooses to run for political office, he or she shall notify the Chief of Police of  
2 his or her intention and, if there is a contest, may file a request for a leave of absence:

3 a. Any such request for leave of absence shall be granted and shall take effect no later  
4 than the date on which the nomination papers are filed for the political office in  
5 question.

6 b. While engaged in political activity, the person, i.e., candidate, shall not communicate  
7 with any person who is serving in the Milwaukee Police Department who is  
8 subordinate to that person for any political purpose whatsoever.

9 c. It shall be improper for such persons to require or request the political service or  
10 political support of any subordinate.

11 d. Such person shall not use the influence of his/her office for political purposes.

12 2. The requirement that an employee file for a leave of absence after deciding to run for  
13 political office shall not apply if the political office is a non-partisan, part-time position.

## 14 **ARTICLE 56**

### 15 **COPIES OF MEMOS AND ORDERS**

16 1. The Chief of Police will provide the Milwaukee Police Association with a copy of all  
17 Departmental memos and orders issued on or after January 1, 1985, affecting wages, hours  
18 and conditions of employment that do not pertain to confidential police matters. Insofar as  
19 is administratively practicable, any such memos and orders will be available for pickup by  
20 the MPA at the Police Department Personnel Bureau immediately following their issue; any  
21 such memos and orders not picked up will be mailed to the MPA on the Friday following  
22 their issue.

23 2. In addition to the memos and orders provided to the Association under subsection 1, above,  
24 the Association shall be provided copies of the Rules and Regulations and copies of Job  
25 Descriptions and Position Responsibilities for job classifications listed in Article 2,  
26 Recognition. Current copies of the items listed in this subsection will be provided to the  
27 Association. As they occur, updatings of these items shall be made available to the

1 Association under the same terms and conditions set forth in subsection 1, above.

2 **ARTICLE 57**

3 **JOINT LABOR/MANAGEMENT COMMITTEES**

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

1 committee shall consist of two representatives designated by the Association and two  
2 representatives designated by the Chief of Police.

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

## 6 **ARTICLE 58**

### 7 **LEGAL EXPENSES LIABILITY**

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

1 **ARTICLE 59**

2 **AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

3 1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony  
4 with the duties, obligations and responsibilities which by law are delegated to the Common  
5 Council, the Fire and Police Commission and the Chief of Police and these provisions shall  
6 be interpreted and applied in such manner as to preclude a construction thereof which will  
7 result in an unlawful delegation of powers unilaterally delegated to them.

8 2. The City shall administer and control the Articles and provisions of this Agreement.

9 3. The parties hereto recognize that those rules and regulations established and enforced by the  
10 Fire and Police Commission and/or the Chief of Police, which affect the wages, hours, and  
11 working conditions of the police officers included in the collective bargaining unit covered  
12 by this Agreement are subject to the collective bargaining process pursuant to Section  
13 111.70, Wisconsin Statutes.

14 4. The provisions of this Agreement are binding upon the parties for the term thereof. The  
15 Association having had an opportunity to raise all matters in connection with the  
16 negotiations and proceedings resulting in this Agreement is precluded from initiating any  
17 further negotiations for the term thereof relative to matters under the control of the Common  
18 Council, the Chief of Police or the Board of Fire and Police Commissioners, including rules  
19 and regulations established by the Board of Fire and Police Commissioners and the Chief of  
20 Police.

21 5. During the term of this Agreement prior to the establishment of new rules or regulations, or  
22 changes in existing rules or regulations that do not fall within the City's unfettered  
23 management functions, the Association shall be afforded the opportunity to negotiate with  
24 the Chief of Police as follows:

25           Whenever the Chief of Police proposes to establish a new rule, or make a change in  
26           an existing rule, if such proposal in its operation will affect wages, hours or  
27           conditions of employment of members of the bargaining unit represented by the

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

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

## 21 **ARTICLE 60**

### 22 **NOTICES**

- 23 1. All notices required to be sent by the Association to the City shall be sent in writing by  
24 certified mail to the City Labor Negotiator.
- 25 2. All notices required to be sent by the City to the Association shall be sent in writing by  
26 certified mail to the offices of the Association.
- 27 3. Subject to their mutual consent, the City and Association may waive the certified mail

1 requirements provided above where they deem it appropriate.

- 2 4. If either party to this Agreement intends to file an action against the other party with the  
3 WERC, it shall provide the other party with a copy of the documents filed with the WERC  
4 in the matter at the same time it serves notice of its action pursuant to applicable legal  
5 requirements. If the action is filed by the Association, such copy shall be provided to the  
6 City Labor Negotiator; if it is filed by the City, such copy shall be provided to the president  
7 of the Association.

## 8 **ARTICLE 61**

### 9 **ASSIGNMENTS MADE CONSISTENT WITH EMPLOYEE'S MEDICAL** 10 **CAPABILITIES**

- 11 1. If an employee is ineligible for the disability benefits provided by the ERS Act, or by  
12 Chapter 35 of the Milwaukee City Charter, in accordance with the terms and conditions  
13 established thereunder for that purpose and if the employee is ineligible to receive the sick  
14 leave or injury pay benefits provided by this Agreement for reasons other than that the  
15 benefits have been exhausted, the Chief of Police shall assign the employee to perform  
16 duties structured consistent with the employee's medical capabilities within the Police  
17 Department that have historically been performed by members of the Association bargaining  
18 unit (including, but not limited to, temporary or permanent assignments to the  
19 Communications Division, Criminal Investigation Bureau or Property Control Division).
- 20 2. In the event of a dispute over such assignment made by the Chief of Police, the employee  
21 shall have the right to grieve and the right to arbitrate under the Grievance and Arbitration  
22 Procedure provisions of this Agreement except that instead of being appealable to an  
23 arbitrator or permanent umpire, the dispute shall be appealable to a panel consisting of the  
24 three physicians, one physician to be designated by the Association, one physician to be  
25 designated by the Chief of Police and the third physician to be selected by agreement of the  
26 other two physicians. The panel's jurisdiction shall be limited to deciding the medical  
27 appropriateness of the Chief's assignment. Decisions made by the panel on matters which

1 are properly before it shall be by majority action and shall be final and binding on the  
2 parties. All other provisions of the Grievance and Arbitration Procedure shall remain  
3 unchanged and in full force and effect.

- 4 3. The provisions of this Article shall only cover assignments made by the Chief of Police.

## 5 **ARTICLE 62**

### 6 **PARKING ALLOWANCE BENEFITS FOR POLICE ADMINISTRATION BUILDING** 7 **EMPLOYEES**

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

18 a. Regular Parking Allowance Benefit

19 In order to receive a Regular Parking Allowance benefit for a calendar month, an  
20 eligible employee must purchase a monthly parking permit for that month from a  
21 parking facility on the City-approved list, endorse the permit (or permit stub/receipt  
22 deemed acceptable to the Department, whenever the employee must retain the permit  
23 in order to receive parking benefits) by indicating his/her signature and payroll  
24 number on the portion of his/her monthly parking permit he/she receives from the  
25 vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the  
26 Police Department Administration no later than the 15th day of the calendar month  
27 covered by the monthly permit (i.e., the 15th of April for the month of April).

1           Following the Department's receipt of the endorsed permit (or acceptable permit  
2           stub/receipt), the employee shall be entitled to receive reimbursement of the current  
3           parking rate at the time of reimbursement.

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

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

24    4.   Daily Parking Receipts

25           During a calendar month when no monthly parking permit is available to an employee under  
26           the provisions of either paragraph 2 or 3, hereof, because no space is available, the City will  
27           honor daily parking receipts from parking facilities within the geographic area described in  
28           paragraph 3, hereof, subject to the employee submitting a form prescribed by the

1 Department to the Police Department Administration within five consecutive calendar days  
2 following the close of the calendar month. The form shall contain the following  
3 information:

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

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

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

1 harmless against any and all claims, lawsuits, actions, damages and judgments due to the  
2 employee's operation of his or her private vehicle at parking facilities which are subject to  
3 the parking allowance benefits provided herein. Nothing herein would operate to relieve the  
4 City of any liability it may have arising from its actions or omissions or preclude the  
5 employee from pursuing any rights or claims he/she may have under Wisconsin State Statute  
6 895.46.

## 7 **ARTICLE 63**

### 8 **DRUG TESTING**

#### 9 MILWAUKEE POLICE DEPARTMENT DRUG TESTING POLICY STATEMENT

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

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

1 that a credible deterrent exists to illegal drug use.

2 MILWAUKEE POLICE DEPARTMENT DRUG TESTING PROGRAM

3 (Provisions applicable to MPA-represented Department Members)

4 I. DRUG TESTING PROGRAM DESCRIPTION

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

6 The term "member" shall mean a Department employee in the WERC - certified  
7 Department bargaining unit represented by the MPA.

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

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

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

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

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

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

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

4           6. Random Drug Testing

5           a. Periodically a list of Department members selected for drug testing shall  
6           be generated by an independent secure random selection process. The  
7           frequency of random testing, and sampling rate, shall be as prescribed  
8           from time to time by the Chief of Police. The independent agency  
9           providing the random selection process shall be prescribed by the Chief.  
10          Such independent agency shall be provided with a list of all Department  
11          members covered by random drug testing encoded so that only the Chief  
12          of Police and the Commanding Officer of the Professional Performance  
13          Division know the identity of the Department members.

14          b. The Chief may increase the frequency of random testing, and sampling  
15          rate over and above the frequency of random testing and sampling rate  
16          he prescribes from time to time under paragraph 6.a., hereof, for  
17          members assigned to the following Department Units: Vice Control  
18          Division, Tactical Enforcement Unit, Property Control Section (only  
19          those persons directly involved in the custody and handling of illegal  
20          drugs), Professional Performance Division and, the Intelligence  
21          Division. If subsequent Departmental reorganization results in  
22          modifications to any of these units, the function performed by a unit as it  
23          is presently constituted, shall continue to be covered hereunder no matter  
24          how such unit is constituted following a future reorganization.

25          c. Members selected to be tested shall be notified by their Commanding  
26          Officer, who shall give them a written order to report for testing. A copy  
27          of such written order shall not be entered into a member's personnel file,  
28          but shall be retained by the Department in a file kept at the Professional

1 Performance Division.

2 d. All members on paid leave who are selected for drug testing pursuant to  
3 paragraphs 6.a. or 6.b., hereof, shall not be required to participate in such  
4 test, except those members having the following status as of the notice of  
5 selection:

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

8 (2) Members on compensatory time off authorized after the selection  
9 notice; or

10 (3) Members on "suspended with pay" or "dismissed with pay pending  
11 appeal" status.

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

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

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

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

1 Reasonable amounts of water may be given to the employee to encourage urination.  
2 Failure to submit a sample shall be considered a refusal to submit a drug test.

3 D. Testing Procedure

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

9 2. Substances to be tested for include:

10 Amphetamines	Opiates
11 Canabinoids	Phencyclidine (PCP)
12 Cocaine	

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

17 3. Split Samples

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

24 If a verified, confirmed positive result is obtained from the test of the primary  
25 sample, the member shall be informed that he/she has 72 hours to notify the  
26 Medical Review Officer (MRO) that he/she wishes to challenge the test result  
27 by means of independent testing of the split sample. The member must so  
28 notify the MRO in writing within 72 hours of the member's being notified that  
29 his/her test was verified confirmed positive for the presence of a drug. Upon

1 such a challenge, the split sample retained by the testing laboratory for use by  
2 the member shall be forwarded by the testing laboratory to a DHHS-certified  
3 laboratory selected by the member from a list of four such laboratories  
4 designated by the City.

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

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

22 II. ACCESS TO TEST RESULTS

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

25 Chief of Police

26 Commanding Officer of the Professional Performance Division

27 III. ADMINISTRATION/DISCIPLINARY ACTION

- 28 A. A member, who has been ordered to take and has taken, a drug test based on either

1 reasonable suspicion, or the requirements of paragraph I.B.2., hereof, shall not be  
2 subject to disciplinary action until the test results are received by the Department.  
3 During that period, however, the member may be required to surrender his/her  
4 weapon, badge, I.D. card, cap shield, and callbox key, and may be suspended with  
5 pay. This action shall be accomplished most discreetly and, whenever possible,  
6 without advising other personnel of the reasons.

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

15 IV. EXCLUSION OF TEST RESULTS FROM CRIMINAL PROCEEDINGS

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

19 V. CONFIDENTIALITY

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

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

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

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

1                   hearings/appeals.

2   **ARTICLE 64**

3   **INTERPRETER/TRANSLATOR PAY**

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

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

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

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

14           shall be entitled to receive premium pay equal to \$2.50 per hour in addition to his/her  
15           base salary for each actual hour or nearest 0.1 of an hour spent performing such  
16           interpreter/translator duties.     Such premium pay shall be termed  
17           "Interpreter/Translator Pay." Interpreter/Translator Pay shall always be compensated  
18           at a flat rate of \$2.50 per hour irrespective of whether the employee is in premium  
19           pay status. An employee who is authorized to perform interpreter/translator duties  
20           shall receive a minimum of \$2.50 for each separate occasion he or she is so  
21           authorized. Interpreter/Translator Pay shall be subject to the terms and conditions  
22           provided in paragraphs 3. through 7., inclusive, below.

23   3. Interpreter/translator duties eligible for compensation hereunder shall be limited to  
24       authorized duties performed by the employee involving interpretation and/or translation of a  
25       language other than English at a level of competence deemed acceptable to the Department.

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

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

## 10 **ARTICLE 65**

### 11 **ACCRUED TIME OFF DONOR PROGRAM**

- 12 1. Members of the Association shall be permitted to donate accrued vacation time, time-off in  
13 lieu of holidays or compensatory time to a designated Association member, who has  
14 exhausted all of his/her accrued time off, including sick leave, because he/she is suffering  
15 from a major catastrophic illness or terminal illness, and is unable to work.
- 16 2. Donations shall be donated in increments of one (1) hour indicated on a "Notification of  
17 Intent to Donate Time" form. A separate form must be completed for each employee to  
18 whom time is being donated. Employees donating time shall not have any accrued time  
19 returned if the employee to whom time is donated does not utilize the entire donation.
- 20 3. An employee requesting donations of accrued time shall submit to the Department of  
21 Employee Relations an "Application for Accrued Time Off Donor Program" and a  
22 physician's statement certifying that the employee meets the program's medical  
23 requirements. The City reserves the right to require the employee to obtain a second opinion  
24 from a physician of the employee's choice and at the expense of the employee if not covered  
25 by the employee's health insurance provider. The decision of the Department of Employee  
26 Relations as to eligibility to receive donated time shall be final. After eligibility has been  
27 determined, an employee may not use donated time in excess of 2080 hours per illness.

- 1 4. Participation in the Accrued Time Off Donor Program by employees represented by the  
2 Association shall be subject to all terms and conditions governing the procedures for  
3 administration as developed by the Department of Employee Relations, pursuant to the  
4 Milwaukee Code of Ordinances Chapter 350-45.
- 5 5. This Program shall be effective only so long as a Common Council ordinance establishing  
6 and approving this Accrued Time Off Donor Program is in effect, and so long as the parties  
7 agree to continue this program.
- 8 6. Disputes arising from the administration of this benefit are not subject to the grievance  
9 procedures of this Agreement.

## 10 **ARTICLE 66**

### 11 **REAPPOINTMENT BENEFITS**

- 12 1. The provisions of this Article shall only be applicable to former Department employees who  
13 have voluntarily resigned from, and have applied for reappointment to, the Department and  
14 are recommended for reappointment to the Department by the Chief of Police and such  
15 recommendation has been approved by the Fire and Police Commission.
- 16 2. A former employee shall be eligible for the Reappointment Benefits hereinafter provided if  
17 all of the following eligibility requirements are met:
  - 18 a. The employee did not file an application with the Employees' Retirement System of  
19 Milwaukee for return of his/her accumulated contributions credited to his/her annuity  
20 account;
  - 21 b. The employee had successfully completed his/her recruit training and graduated  
22 from the Training Academy as of the date of his/her separation from active service  
23 with the Department prior to reappointment;
  - 24 c. The employee had not previously been reappointed to the Milwaukee Police  
25 Department; and
  - 26 d. The length of time between the employee's effective separation from active service  
27 with the Department and the date his/her written application for reappointment is

1 filed with the Office of the Chief of Police does not exceed sixty (60) calendar days.

2 3. For purposes of this Article a reappointed employee's old anniversary date shall be adjusted,  
3 such that the amount of time the employee was separated from the Department is excluded  
4 from active service time and a new anniversary date determined.

5 4. Benefits to which an employee is entitled upon reappointment:

6 a. Pay Step Advancement

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

10 b. Seniority

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

18 c. Vacation Benefits

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

22 d. Sick Leave Benefits

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

25 e. Promotional Exams

26 The period of separation shall not be deemed a break in continuous service for  
27 purposes of eligibility to take promotional examinations if, and only if the  
28 reappointed employee applied for reappointment with the Department within thirty

1 (30) calendar days from the effective date of his/her resignation from the  
2 Department.

3 5. An employee who applies for reappointment to the Department more than sixty (60)  
4 calendar days after the effective date of the employee's separation from active service in the  
5 Department, but before the time limit for applying for reappointment established by Fire and  
6 Police Commission rules, may be reappointed to the Department subject to the Chief of  
7 Police recommending that the employee be reappointed and subject to the Fire and Police  
8 Commission's approval of the reappointment. Upon the Fire and Police Commission's  
9 approval of the reappointment, the employee shall be reappointed as a new employee within  
10 the classification he or she occupied as of the date of his or her separation and shall not be  
11 entitled to the Reappointment Benefits provided herein.

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

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

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

28 9. The provisions of this Article shall be deemed effective for requests for reappointment made

1 on or after May 16, 1995.

## 2 **ARTICLE 67**

### 3 **FIELD TRAINING OFFICER PREMIUM PAY**

- 4 1. The Chief of Police retains the exclusive right to make assignments of Field Training  
5 Officers (FTO's) and Acting Field Training Officer from the ranks of employees in the  
6 Police Officer classification. Such assignments shall be made in accordance with  
7 procedures established for this purpose from time to time by the Chief.
- 8 2. The duties and responsibilities for the FTO assignment shall be as determined from time to  
9 time by the Chief. An employee in the Police Officer classification assigned by the Chief as  
10 a Field Training Officer or Acting Field Training Officer shall be entitled to receive  
11 premium pay equal to \$2.00 per hour in addition to his/her base salary for each hour spent  
12 on duty while so assigned, provided however, that such an employee shall not be entitled to  
13 this premium pay for time spent at FTO training programs. Such premium pay shall be  
14 termed "FTO Premium Pay." FTO Premium Pay shall always be compensated at a flat rate  
15 of \$2.00 per hour irrespective of whether the employee is in Premium Pay status. FTO  
16 Premium Pay shall be subject to the terms and conditions provided in paragraphs 3 through  
17 7, inclusive, below.
- 18 3. FTO Premium Pay shall only be granted when an employee assigned by the Chief as an  
19 FTO or Acting FTO is actually performing FTO duties and shall not be granted when such  
20 an employee is temporarily reassigned to other duties.
- 21 4. FTO Premium Pay payments to employees entitled to receive them shall be made quarterly  
22 during the calendar year on such dates after the effective date referenced in paragraph 2,  
23 hereof, as the Department shall prescribe.
- 24 5. An Acting Field Training Officer is an employee in the Police Officer classification who is  
25 temporarily assigned as a Field Training Officer
- 26 6. Payments made under the provisions of this Article shall not be construed as being part of  
27 employees' base pay and shall not be included in the computation of any fringe benefits

1 enumerated in this Agreement.

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

## 5 **ARTICLE 68**

### 6 **LESB QUALIFICATION PAY**

7 1. An employee deemed certified as being qualified to be a law enforcement officer in the State  
8 of Wisconsin by the Law Enforcement Standards Board (LESB) as of the close of a calendar  
9 year shall be entitled to receive a \$575 payment termed "LESB Qualification Pay." LESB  
10 Qualification Pay payments shall be made as soon as is administratively practicable  
11 following the close of the calendar year in which eligibility therefor has been established.  
12 Once LESB certification has been established during a calendar year, an employee must  
13 maintain that certification for the balance of such calendar year in order to receive LESB  
14 Qualification Pay benefits for that calendar year. Effective for calendar year 2019 for those  
15 employees hired on or after October 3, 2011, LESB Qualification Pay shall be increased to  
16 \$625.

17 2. An employee retiring on normal pension, or resigning voluntarily from a sworn position  
18 within the Police Department, and who was LESB-certified at the time of such retirement or  
19 resignation shall be entitled to the benefits provided by subsection 1 of this Article, above,  
20 prorated on the basis of his/her active service in the calendar year he/she retired, computed  
21 to the nearest calendar month. For purposes of prorating, an employee on the Police  
22 Department payroll for at least 14 days in a calendar month shall be deemed as having been  
23 on the payroll for the full calendar month; in the event the employee is on the Police  
24 Department payroll less than 14 days in a calendar month, then the employee shall be  
25 deemed as not having been on the payroll at all during the calendar month. For purposes of  
26 determining eligibility for the benefits provided in subsection 1, above, years of service shall  
27 be computed as of the effective date of the employee's normal retirement or voluntary

1 resignation from a LESB certified position. Payments earned hereunder shall be made as  
2 soon as is administratively practicable after the employee's retirement or voluntary  
3 resignation.

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

7 4. Employees who retire from active service on a service retirement shall have only the first  
8 \$575 of their LESB Qualification Pay benefits included in final average salary for purposes  
9 of computing their service retirement allowances. For purposes of interpretation and  
10 construction of the provisions of this Article, the LESB Qualification Pay benefit the  
11 employee is entitled to include in the Final Average Salary computation shall be an amount  
12 equal to the first \$575 of the LESB Qualification Pay payment the employee received for  
13 December 31 of the calendar year immediately preceding the employee's effective date of  
14 retirement. Effective for calendar year 2019, for those employees hired on or after October  
15 3, 2011 who retire from active service on a service retirement shall have only the first \$625  
16 of their LESB Qualification Pay benefit included in final average salary for purposes of  
17 computing their service retirement allowances. For purposes of interpretation and  
18 construction of the provisions of this Article, the LESB Qualification Pay benefit the  
19 employee is entitled to include in the Final Average Salary computation shall be an amount  
20 equal to the first \$625 of the LESB Qualification Pay payment the employee received for  
21 December 31 of the calendar year immediately preceding the employee's effective date of  
22 retirement.

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

27 6. An employee on a military leave of absence for performance of duty as a member of the  
28 State of Wisconsin National Guard or a reserve component of the Armed Forces of the

1 United States shall be eligible for LESB Qualification Pay benefits for a calendar year  
2 prorated on the basis of the employee's active service with the Department in that calendar  
3 year subject to the following:

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

7 b. Prorated LESB Qualification Pay shall be calculated as of the effective date the  
8 employee separated from active service with the Department and began his/her  
9 unpaid military leave of absence.

10 c. For purposes of prorating LESB Qualification Pay benefits, an employee on the  
11 Police Department payroll for at least 14 days in a calendar month shall be deemed  
12 as having been on the payroll for the full calendar month; in the event the employee  
13 is on the Police Department payroll less than 14 days in a calendar month, then the  
14 employee shall be deemed as not having been on the payroll at all during the  
15 calendar month.

16 7. The City shall allow MPA members to participate in annual recertification training at the  
17 Milwaukee Police Department facilities if the members' chosen medical doctor certifies that  
18 the member is physically and/or mentally capable of participating in said training.

## 19 **ARTICLE 69**

### 20 **WAIVER OF FURTHER BARGAINING**

21 1. The parties agree that each has had full and unrestricted right and opportunity to make,  
22 advance and discuss all matters within the province of collective bargaining. This  
23 Agreement constitutes the full and complete agreement of the parties and there are no others,  
24 oral or written, except as herein contained. Each party for the term of this Agreement  
25 specifically waives the right to demand or to petition for changes herein, whether or not the  
26 subjects were known to the parties at the time of execution hereof as proper subjects for  
27 collective bargaining.

1 2. If any federal or state law now or hereafter enacted results in any portion of this Agreement  
2 becoming void, invalid or unenforceable, the balance of the Agreement shall remain in full  
3 force and effect and the parties shall enter into immediate collective bargaining negotiations  
4 for the purpose of arriving at a mutually satisfactory replacement for such portion.

## 5 **ARTICLE 70**

### 6 **COPIES OF LABOR CONTRACT**

7 As soon as practicable following the execution date of this Agreement, the City will provide  
8 to the Union one hundred and fifty copies of this Agreement. The covers of such copies will be  
9 blue.

## 10 **ARTICLE 71**

### 11 **INTERNAL INVESTIGATIONS**

- 12 1. If an employee is required to submit to interrogation by the employer concerning an  
13 allegation of misconduct and such interrogation could lead to discipline, demotion or  
14 discharge, the interrogation shall be conducted on working days as defined in §227.01(14),  
15 Stats. between the hours of 6:00AM and 9:00PM. This provision shall apply only to  
16 interrogations that are compelled by a PI-21.
- 17 2. The Department's ability to extend an interrogation past 9:00PM shall only apply to one  
18 interrogation at a time and may only be applied to the interrogation that is already in  
19 progress. These time limitations shall not apply when the incident being investigated  
20 involves death or great bodily harm or in the event the Chief determines there to be exigent  
21 circumstances.
- 22 3. Prior to any PI-21 interrogation that could lead to discipline, demotion, or discharge, the  
23 subject of the interrogation shall be allowed to view any audio or video obtained from the  
24 subject's body worn camera or squad video, which relates to the investigation.

1 **ARTICLE 72**

2 **EARLY INTERVENTION PROGRAM**

- 3 1. At his or her discretion, the Chief of Police may establish an Early Intervention Program  
4 (EIP) for the Milwaukee Police Department.
- 5 2. The City formed an EIP Advisory Group prior to implementation of the EIP. The EIP  
6 Advisory Group included one representative from the MPA, MPSO, and ALEASP. The  
7 Chief also appointed representatives to the Advisory Group. The purpose of the EIP  
8 Advisory Group was to consider appropriate performance measurements and benchmarks  
9 for the identification of employees whose performance indicates a need for intervention.  
10 The EIP Advisory Group may make recommendations concerning performance  
11 measurements and intervention benchmarks to the Chief. However, such  
12 recommendations shall be advisory only. The Chief shall give due consideration to any  
13 such recommendations. The Chief shall decide when the Advisory Group  
14 recommendations are due.
- 15 3. The EIP is a management tool designed for multiple purposes, including, but not limited  
16 to, evaluation of employees, identification of training or re-training needs and for referral  
17 to the City of Milwaukee Employee Assistance Program (EAP) or to another outside  
18 confidential counseling service.
- 19 a. If an employee is identified through any EIP analysis, the mere fact that he or she  
20 was identified by the EIP shall not be used in the employee's evaluation;  
21 however, the data which led to the employee being identified by the EIP may be  
22 used in the employee's evaluation.
- 23 b. If the EIP analysis indicates a need for training or re-training, the employee shall  
24 be required to participate in all training or re-training deemed appropriate by the  
25 Chief.
- 26 c. An employee who is referred to the EAP or to an outside confidential  
27 counseling service shall not be required to participate in the EAP or other  
28 counseling service.
- 29 d. The failure of an employee to participate in the EAP or in outside confidential  
30 counseling services shall not be grounds for discipline.
- 31 e. The identity and the nature of any outside counseling entities to which an  
32 employee is referred shall not be noted on the employee's evaluation.
- 33 4. The mere identification of an employee through any EIP analysis shall not be used for  
34 disciplinary purposes; however, the data which led to the employee being identified  
35 through EIP analysis may be or become the basis for discipline.

- 1 5. Neither the Chief, the Fire and Police Commission (FPC), nor any agent of the City shall  
2 be allowed to request any information from an outside counseling entity to which an  
3 employee is referred.
- 4 6. The Chief, the FPC and the City agree to treat the EIP database and the results of any  
5 employee's EIP analysis, including whether an employee has exceeded or not exceeded  
6 benchmarks or whether an employee has been referred to counseling, as confidential as  
7 required by law.
- 8 7. The provisions of this Article apply only to the EIP and shall not affect other  
9 departmental policies, procedures or contractual agreements.

10

Dated at Milwaukee, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
(Three copies of this instrument are being executed all with the same force and effect as though each were an original).

FOR THE ASSOCIATION:

BY:

\_\_\_\_\_  
Shawn C. Lauda, President

\_\_\_\_\_  
Maria Monteagudo  
Director of Employee Relations

\_\_\_\_\_  
Dale Bormann Jr, Vice President

\_\_\_\_\_  
Nicole M. Fleck  
Labor Negotiator

\_\_\_\_\_  
Sarah Polka, Secretary/Treasurer

\_\_\_\_\_  
Monica Dickerson  
Human Resource Analyst

\_\_\_\_\_  
Danilo Cardenas, Trustee

\_\_\_\_\_  
Andrew Wagner, Trustee

FOR THE CITY:

\_\_\_\_\_  
Michael Lees, Trustee

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
Vacant, Trustee

\_\_\_\_\_  
James Owczarski, City Clerk

\_\_\_\_\_  
Martin Matson, Comptroller

\_\_\_\_\_  
Ashanti Hamilton, Alderman  
President, Common Council

\_\_\_\_\_  
Milele A. Coggs, Alderwoman  
Chairwoman Finance & Personnel Committee

**SIGNATURES**

18-19 Labor Contract

October 12, 1983

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MILWAUKEE POLICE ASSOCIATION, LOCAL # 21  
I.U.P.A., AFL-CIO  
AND  
THE NEGOTATING TEAM FOR THE CITY OF MILWAUKEE

For purposes of interpretation and construction of the free parking provisions provided for in the 1983-1984 City/MPA labor contract (Article 17, subsection 2.a.(4)), an employee shall be covered by such provisions when performing the following authorized overtime assignments, notwithstanding the fact that such assignments do not fall within the ambit of court overtime work as determined by the Police Department Administration:

1. An employee assigned to the First District, or a Bureau located at the Police Administration Building, required to meet with the First District Captain at the Administration Building to discuss a tavern violation matter.
2. An employee required to report to the Lieutenant in charge of the Traffic Accident office of the Traffic Bureau to discuss an accident investigation matter.
3. An employee required to report to the Captain of the Vice Squad on a matter involving a previously executed search warrant.

In the above 3 enumerated circumstances the employee shall not be entitled to court overtime, instead he/she shall submit an overtime card indicating a performance measure number determined by the Police Department Administration.

The aforesaid free parking provisions shall also be interpreted and construed to cover an employee subpoenaed to court on authorized Departmental business during a period the employee is on approval sick or injury leave; such coverage shall be limited to the duration of the court appearance resulting from the subpoena and the employee shall not be entitled to overtime benefits for such appearance.

The above provisions shall be deemed effective October 1, 1983 and, together with the

provisions of Article 17, subsection 2.a.(4), of the 1983-1984 City/MPA labor contract, shall constitute the full and only free parking benefits to which employees are entitled under such labor contract.

<b>REPRESENTATIVES OF THE MILWAUKEE POLICE ASSOCIATION</b>	<b>CITY OF MILWAUKEE NEGOTIATING TEAM</b>
Bill Krueger	James W. Geissner
William P. Ward	

**See file for original signatures.**

November 16, 1983

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MILWAUKEE POLICE ASSOCIATION, LOCAL # 21  
I.U.P.A., AFL-CIO  
AND  
THE NEGOTATING TEAM FOR THE CITY OF MILWAUKEE

For purposes of interpretation and construction of the free parking provisions provided for in the 1983-1984 City/MPA labor contract (Article 17, subsection 2.a.(4)), an employee shall be covered by such provisions when subpoenaed to court on authorized Departmental business during a period the employee is suspended from duty with pay; such coverage shall be limited to the duration of the court appearance resulting from the subpoena and the employee shall not be entitled to overtime benefits for such appearance.

The above provisions shall be deemed effective October 1, 1983.

<b>REPRESENTATIVES OF THE MILWAUKEE POLICE ASSOCIATION</b>	<b>CITY OF MILWAUKEE NEGOTIATING TEAM</b>
Robert B. Kliesmet	Joe S. Ellis

**See file for original signatures.**

MOU\_11-16-1983

Labr/MPA

December 15, 1983

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21  
IUPA, AFL-CI  
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 3.c. of the OVERTIME Article of the current City/MPA labor contract, in respect to administration of negative compensatory time off balances, the following shall apply from and after December 19, 1983:

1. Subject to the requirements governing usage of compensatory time off provided for in subsection 3.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/MPA 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.

<b>Representatives of the Milwaukee Police Association</b>	<b>City of Milwaukee Negotiating Team</b>
Bill Krueger	Joe S. Ellis
Gary J. Brazgel	

**See file for original signatures.**

## 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.

- 2 -

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

HAB:RJZ:RTW

**See file for original signature.**

Labr/MPA

## APPENDIX B

September 14, 1983

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21  
I.U.P.A., AFL-CIO  
AND  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties agree to amend subsection 3.c.(1) of the OVERTIME Article set forth in the 1983-1984 City/Milwaukee Police Association Memorandum of Understanding so that in the 1983-1984 City/MPA Labor Contract it will 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 Milwaukee Police Association, when an employee is a member of the Milwaukee Police Department Band 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 3.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 3.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 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.

3. An employee may elect to be compensated in time off instead of cash for out-of-shift premium earned if the employee's CTB recorded on the most current Police Department Personnel Status Report in effect on the date that the out-of-shift assignment ends is less than 32 hours.

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.

<b>REPRESENTATIVES OF THE MILWAUKEE POLICE ASSOCIATION</b>	<b>CITY OF MILWAUKEE NEGOTIATING TEAM</b>
Robert B. Kliesmet	James W. Geissner
Bill Krueger	Joe S. Ellis
Gary J. Brazgel	Elisabeth F. Schraith
Donald Abbott	Karen M. Christianson
Thomas A. Barth	
Donald Fortier	
Thomas Kepka	
William Ward	
Gerald LeVan	

**See file for original signatures.**

## APPENDIX C

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) A negative SICK LEAVE BALANCE,

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

The parties further agree that the terms and conditions herein 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 15, 1983.

In the event 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 exceeded his/her INJURY PAY ENTITLEMENT as a result of the City's conclusion that an injury or illness is either not work related or that the employee fully recovered from such injury or illness while injury pay

had continued, the Department shall inform the employee in writing and the employee shall be provided with the opportunity to respond to the City's conclusion by indicating that he/she disputes the City's conclusion or does not dispute that conclusion.

If the employee does not dispute the City's conclusion, the employee will be given the choice of:

- (a) Applying any banked sick time, compensatory time and holiday hours to the overpayment of injury pay, and having any balance not covered by such accrued time deducted from the employee's bi-weekly paycheck at the rate of 10% of the employee's gross pay until such overpayment is fully offset, or;
- (b) Having the entirety of such overpayment deducted from an employee's bi-weekly paycheck at the rate of 10% of the employee's gross pay until such overpayment is fully offset.

If the employee disputes the City's conclusion, he/she will be provided with the opportunity to apply for a hearing under Chapter 102, Stats., and advised that if he/she fails to promptly do so the City may exercise its right to file a claim and seek a judgment of overpayment.

In the event that 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 exceeded his/her INJURY PAY ENTITLEMENT as a result of anything other than the City's conclusion that an injury or illness is either not work related or that the employee fully recovered from such injury or illness while injury pay had continued, the process for HOLIDAY OFF, VACATION, and SICK LEAVE balance described above shall apply.

The parties further agree that this Appendix shall be made a part of the 2018-2019 City/MPA labor contract.

## APPENDIX D

CITY  
OF  
MILWAUKEE

Fire and Police Commission

November 13, 1987

Bill Krueger, President  
Milwaukee Police Association  
1840 North Farwell Avenue, Suite 400  
Milwaukee, WI 53202

Dear President Krueger:

This is a follow-up communication to my letter of September 24, 1987, concerning the City Labor Negotiator's authority to represent the Fire and Police Commission (FPC) in labor contract negotiations with the Milwaukee Police Association (MPA).

The FPC designates the City Labor Negotiator as its representative in collective bargaining matters. The FPC will abide by the terms of the labor agreement that the City Labor Negotiator negotiates with the MPA.

Sincerely,

James F. Blumenberg  
Executive Director

JFB:rk

**See file for original signature.**

APPENDIX D

Labr/MPA

## APPENDIX E

The following paragraphs from the Pension Benefits Article of the 1985-1986 City/Association Agreement are included for informational purposes:

1. Employees who are entitled to service credit during calendar years 1979 through 1986, inclusive, 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 each such year or part thereof.
2. Whenever the ERS Act provides that a medical panel make a determination affecting an employee's eligibility for benefits thereunder, a panel shall be substituted therefore consisting of three (3) physicians, one physician to be designated by the Association, one physician to be designated by the Employee Benefits Administrator and the third physician to be selected by agreement of the other two physicians. The panel may refer a member it is examining to an outside physician for examination. Decisions made by the panel on matters which are properly before it shall be by majority action and shall not be subject to the Grievance and Arbitration Procedure provisions of this Agreement. All costs associated with the panel, including costs of outside physicians used by the panel in making its determinations, shall be provided for by funds appropriated for that purpose from the budget of the City Annuity and Pension Board.
3. Effective January 1, 1985, for employees in active service on or after that date and who are members of the Policemen's Survivorship Fund of the Employees' Retirement System of Milwaukee, an increase in the current \$200/\$400 monthly survivorship benefits to \$300/\$600 per month, under the same terms and conditions applicable to such current benefits. This increase is being granted because there is no added cost, but if the experience is adverse, the benefits are to be reduced so as not to

increase cost. All other terms and conditions of survivorship benefits shall remain unchanged.

4. An employee who files an application for a duty disability retirement allowance with the ERS Board on or after August 1, 1985, shall not be eligible to continue to receive such allowance beyond the first of the month next following their 57th birthday; on and after the first of the month next following their 57th birthday, such an employee shall receive the service retirement allowance to which he/she would be entitled upon normal retirement at age 57 and he/she shall have the time spent receiving such duty disability retirement allowance included as creditable service for purposes of determining his/her service retirement allowance. The City will hold the Association harmless from claims and actions against the Association based upon this subsection and any ordinance or administrative action implementing this subsection, and the Association does hereby agree to tender the defense of any such claim to the City forthwith.
5. An employee appointed to the Police Officer position classification on or after August 1, 1985, shall not be entitled to receive a duty disability retirement allowance for any injury he/she may sustain while on duty prior to the start of field training during the period of time he/she is assigned to the Police Academy for recruit training, including any subsequent injury related to the injury sustained during recruit training. Such an employee shall instead be covered by State of Wisconsin Workers' Compensation Act benefits during such period and shall be subject to all provisions pertaining to such Act.
6. Effective January 1, 1985, for employees in active service on or after that date:
  - a. Whenever the Annuity and Pension Board of the Employees' Retirement System of Milwaukee grants a disability retirement allowance to an employee under the provisions of Subsections 36.05(2) or 36.05(3) of the ERS Act, such allowance shall become effective on the date the employee filed an application for it with the Board.

- b. If an employee, who becomes eligible to receive an ordinary disability retirement allowance under the provisions of Section 36.05(2) of the ERS Act on or after January 1, 1985, elects an optional benefit provided for under 36.05(7)(b) of the ERS Act, the option so elected shall become effective on the employee's effective date of ordinary disability retirement as determined under Section 36.05(2) of the ERS Act.
  - c. If an employee, who has attained the minimum service retirement age, elects an optional benefit provided for under Subsection 36.05(7)(b) of the ERS Act on or after January 1, 1985, the option so elected shall become effective on the employee's effective date of retirement determined under Subsection 36.05(1)(a) of the ERS Act.
7. An employee in active service on or after January 1, 1985, who is a member of the Employees' Retirement System of Milwaukee (ERS) and who has not attained the minimum normal retirement age and service requirements provided for in Sections 36.05(1)(b) or 36.05(1)(f) of the ERS Act shall be permitted to elect a protective survivorship option for his/her spouse under Section 36.05(7)(b)4 of the ERS Act to become effective upon his/her death provided the employee makes such election six months prior to the date upon which he/she first attained 25 years of creditable service as a "Policeman." Such election shall be irrevocable, but shall be automatically revoked in the event the surviving spouse pre-deceases the employee before retirement or the surviving spouse is legally divorced from the employee before retirement. If elected, the coverage under such option shall become effective on the date the employee would have first attained age 52. In the event the employee has not attained the aforesaid minimum normal retirement requirements, but has at least 25 years of creditable service as a "Policeman," then such employee shall have until six months following the execution date of this Agreement to elect such option; if elected, the coverage under such option shall become effective on the date of election. The increase in benefits provided herein shall not apply to a surviving

spouse entitled to receive benefits under the provisions of Section 36.05(5) of the ERS Act. The term, "Policeman," shall be as defined under Section 36.02 of the ERS Act. All other provisions of 36.05(7)(b)4 of the ERS Act shall remain unchanged in full force and effect.

8. Except for the contractual guarantees set forth in Chapter 441 of the Laws of 1947, Wisconsin Statutes, the provisions of Section 36.13(2) of the ERS Act shall not be applicable to employees appointed to City employment on or after August 1, 1985.

Implementation of the foregoing paragraphs was accomplished by amendments to the City Charter enacted prior to November 3, 1988. These amendments, together with the balance of pension benefits applicable to employees' covered by this Agreement under the 1985-1986 City/Association Agreement, are referenced in the introductory paragraph of the Pension Benefits Article of this Agreement.

## **APPENDIX F**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MILWAUKEE POLICE ASSOCIATION  
AND  
THE CITY OF MILWAUKEE**

An officer permanently separating from service has the option to:

1. Elect a lump sum cash distribution of all accumulated and unused compensatory time off at the highest of: (a) the officer's contractual rate of pay as of the date on which the compensatory time off was earned; (b) the officer's contractual rate of pay as of the date of separation; or (c) the officer's average compensation during the last three years of employment, and/or
2. Remain on the payroll for an equivalent period of compensatory time not to exceed 128 hours.

The payment shall be made within thirty-one (31) consecutive calendar days of separation.

Nothing in this provision shall alter an employee's ability to return to active service for one final day at work immediately after all accrued and unused benefits have been exhausted. It is intended by the parties that the rate of pay will be adjusted retroactively by a successor contract. Sick leave benefits are excluded from this provision.

**FOR THE  
CITY OF MILWAUKEE**

**FOR THE  
MILWAUKEE POLICE ASSOCIATION**

---

Mr. Frank Forbes  
Labor Negotiator

---

Mr. Bradley DeBraska  
President

**See file for original signatures.**

96C000141:48052

Appendix F

Labr/MPA



## APPENDIX G

Page 2

For purposes of Article 15 Section 3.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 Association 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 H

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MILWAUKEE/MILWAUKEE POLICE DEPARTMENT  
AND  
THE MILWAUKEE POLICE ASSOCIATION,  
LOCAL #21, IUPA, AFL-CIO

## MILLER PARK

During the term of an Agreement for Security Services between the City of Milwaukee and representatives of the Milwaukee Brewers Baseball Club, the City of Milwaukee (“City”) and the Milwaukee Police Association (“MPA”) agree as follows:

1. The City agrees to compensate MPA members at time and one-half (1-1/2X) base salary rates in cash only for overtime worked at Miller Park.
2. MPA members may be scheduled for Miller Park Overtime Duty on regular off days, vacation off days, holiday off days, or off duty hours on regular duty days, not to exceed three (3) total occasions per pay period. It is also understood that members on off days will be selected for Miller Park Overtime Duty before members on regular duty days. Members who have scheduled seven (7) consecutive off days consisting of regular off days, holiday off days, and/or vacation days in a pay period may be scheduled for four (4) occasions at Miller Park.
3. The chief of Police, or his/her designee agrees to consider input from the MPA designee in developing a fair system for overtime at Miller Park.
4. This Memorandum of Understanding and the cash overtime requirement in point one (1) shall only apply to the Miller Park agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**FOR THE CITY**

**FOR THE MPA**

---

David A. Kwiatkowski  
Labor Negotiator

---

Bradley DeBraska  
President, MPA

**See file for original signatures.**

Miller Park

Labr/MPA

## **APPENDIX I**

### **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 determined by the MPA.

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 I

Labr/MPA

## **APPENDIX J**

### **Framework for a Memorandum of Understanding Between the City of Milwaukee And the Milwaukee Police Association Local #21 I.U.P.A., AFL-CIO**

#### **Re: Discretionary Days Off in Lieu of Discipline**

##### **Overview**

The current disciplinary system within the Milwaukee Police Department frequently results in varying periods of unpaid suspension leave for employees. In essence employees are found guilty of violations of departmental rules and regulations and the Chief of Police Head makes a determination as to appropriate penalty. Upon Order of the Chief of Police, employees may be subjected to periods of unpaid suspension of one or more days in length. In such events the disciplined member is suspended for specific date(s) as determined by the Professional Performance Division, and said member suffers a financial loss for the unpaid date(s). It is recognized that financial losses are not typically borne by the offending member alone, but by his or her family as well. Additionally, members on paid suspension periods are absent from duty and therefore the Police Department suffers the loss of human resources. It is the intent of this agreement to provide for a suitable alternative to the current system, which will alleviate much of the financial loss to employees and their families, keep productive employees at their workplaces and still provide an effective means of discipline. This shall be accomplished by allowing Police Department members, under the below conditions, to substitute discretionary off time in place of suspension days.

##### **Procedure**

In those discipline cases wherein the Chief of Police orders the suspension of a member for a period of five days or less, the member subject to said discipline shall be served with the discipline order(s) consistent with current practices. In addition, the member shall also be served with a notice informing them of their option to substitute discretionary time in place of any or all suspension days. The notice shall advise the member that if he or she wishes to substitute

discretionary time, he or she must notify the Personnel Division in writing within five calendar days. Upon proper notification, the Personnel Division shall process the member's request and subtract the appropriate discretionary time from the member's balance. Failure to properly notify the Personnel Division or Administrator within the five-day period shall automatically result in the member forfeiting their ability to substitute discretionary time and the suspension shall proceed as ordered by the Chief.

### **Conditions of Agreement**

- For applicable suspension as described above, the substitution of discretionary time shall be at the member's sole discretion, given that the member has the time available.
- Suspensions exceeding five days shall not be eligible for substitution.
- Only vacation days may be substituted. Substitutions shall be on a one-for-one basis, i.e. one vacation day replaces one suspension day.
- Compensatory time, sick time, etc., may not be utilized for substitution.
- Members may choose to substitute discretionary time for all or part of a suspension period. However, substitutions may only be made in full eight-hour blocks.
- Members may only substitute discretionary time that is available on the current Time Owed and Allowed reports. Members may not "borrow" future time.
- In the event that a member chooses not to substitute discretionary time, or does not have the time available to them on the current Time Owed and Allowed report, said member shall serve the suspension days as ordered by the Chief.
- A member's decision to substitute discretionary time shall have no bearing on their disciplinary record. All official Police Department disciplinary records, including the Personnel Order, shall continue to indicate that the member was suspended for the time period as ordered. Substituted suspension time shall continue to be a factor in matters such as progressive discipline, Sick Leave Incentive, promotional exams, etc.
- A member's decision to substitute discretionary time is neither an admission of guilt nor a waiver of grievance/appeal rights.
- In the event that a member chooses to substitute discretionary time and then is awarded a reduction of discipline through the grievance/appeal process, said member shall be credited with the awarded day(s), to the same account from which they were drawn. Time credited to the member's balance shall be governed by the rules in place for discretionary time applicable to the date the time is returned. For example: In January of 2005, a member is suspended for two days and substitutes two vacation days. The member grieves the discipline and in January of 2006, an arbitrator reduces the discipline to one day. The Police Department would then add eight hours to the member's vacation

balance for year 2006 and subsequently the eight hours would have to be utilized by the end of that calendar year, unless the arbitrator/umpire directs otherwise.

- For purposes of this memorandum of understanding, the parties recognize the authority of the arbitrator/umpire to direct that the member be able to utilize any returned time during a period of one year immediately following the date of the award.
- The Chief of Police shall not in any way consider a member's discretionary off-time balance when deciding upon discipline.
- The procedure would be implemented on a trial basis for the term of the 2007-2009 Agreement and could be extended beyond that date by mutual agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR THE CITY**

**FOR THE MPA**

\_\_\_\_\_  
Troy M. Hamblin  
Labor Negotiator

\_\_\_\_\_  
John A. Balcerzak  
President, MPA

**See file for original signatures**

**ADDENDUM TO**

**APPENDIX J**

**Framework for a  
Memorandum of Understanding  
Between the City of Milwaukee (the “City”)  
And the Milwaukee Police Association  
Local #21 I.U.P.A., AFL-CIO (the “MPA”)**

**Re: Effective Date for Discretionary Days Off in Lieu of Discipline**

The MPA and the City agree to the following:

1. The effective date for the substitution of vacation days in lieu of suspension shall be October 21, 2007. No discretionary days shall be substituted for suspensions imposed prior to October 21, 2007.
2. As soon as administratively practicable the Milwaukee Police Department shall prepare and disseminate forms and notices in accordance with Appendix J of the 2007-2009 MPA-City Agreement. However, it is understood that a limited number of suspensions may have been imposed before the implementation of the required forms and notices. Employees who were served with suspension notices on and after October 21, 2007, but before such forms and notices were implemented, shall be provided notice of their right to substitute discretionary days off for suspension. Upon the serving of such notice, the time limits specified in Appendix J shall be observed by the City and the MPA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE CITY

FOR THE MPA

\_\_\_\_\_  
Troy M. Hamblin  
Labor Negotiator

\_\_\_\_\_  
Thomas Fischer  
Vice-President, MPA

**See file for original signatures**

ADDENDUM TO APPENDIX J

LABR/MPA/MPA CONTRACT FOLDER 2

## APPENDIX K

Memorandum Of Understanding (MOU)  
Between  
The City of Milwaukee (City)  
And  
Milwaukee Police Association (Union)

RE: Retroactive Payments for Underfilling Desk Sergeant beginning Pay Period 1, 2004 through Pay Period 26, 2006

1. This MOU contains the terms and conditions for payment of retroactive payments for employees in the classification of Police Officer who underfilled the position of Desk Sergeant at the direction of their commanding officers during the time period beginning pay Period 1, 2004 through the end of Pay Period 26, 2006. This period shall be deemed the Effective Period.
2. The effective date of this MOU shall be the first day of the first full pay period following execution of the 2007-2009 City-Union collective bargaining agreement. Except as provided hereunder, this MOU shall expire upon payment of all retroactive payments owed to employees for underfilling during the Effective Period. Payments made under this MOU shall be paid no later than sixty days from the execution date of the 2007-2009 City-Union collective bargaining agreement.
3. Notwithstanding the provisions of ARTICLE 12, SPECIAL DUTY AND TEMPORARY ASSIGNMENT PAY of the 2004-2006 City-Union collective bargaining agreement, each employee in the Police Officer job classification who underfilled the position of Desk Sergeant at the direction of his or her commanding officer during the Effective Period shall be paid an additional amount on the following basis for time spent underfilling as Desk Sergeant:

The additional amount for each hour of time so spent shall be equivalent to the difference between the effective base salary hourly rate of step one of Pay Range 808 (Detective) and the Police Officer's base salary hourly rate at the time of the underfilling assignment. This amount shall be offset by any payment already made under ARTICLE 12, SPECIAL

DUTY AND TEMPORARY ASSIGNMENT PAY of the 2004-2006 collective bargaining agreement for underfilling during the Effective Period.

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 the determination of pension benefits or other fringe benefits.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR THE CITY**

**FOR THE MPA**

\_\_\_\_\_  
Troy M. Hamblin  
Labor Negotiator

\_\_\_\_\_  
John A. Balcerzak  
President, MPA

**See file for original signatures**

Appendix K

Labr/MPA

# APPENDIX L

MEMORANUDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MILWAUKEE (City)  
AND  
THE MILWAUKEE POLICE ASSOCIATION,  
LOCAL #21, IUPA, AFL-CIO (Union)

November 4, 2011

1. An employee occupying the classification of detective on the execution date of the 2010-2012 Agreement between the City and the Union shall be eligible for consideration for promotion to the rank of police lieutenant if the employee otherwise meets the minimum eligibility criteria for consideration for promotion to the rank of police lieutenant as established by the City's Fire and Police Commission. A list of identified employees shall be attached to the Memorandum.
2. No employee identified herein shall be precluded from the promotional testing process to the rank of police lieutenant based solely on a lack of experience as a sergeant.
3. Notwithstanding anything else in this agreement, any employee identified herein shall be treated the same as any other MPD employee with respect to eligibility and examination for the rank of police lieutenant.
4. The City and the Union agree that this Memorandum has no value as precedent and may not be cited as precedent by either the City or the Union in any interest arbitration proceedings or in any other disputes between the parties, except for the sole purpose of enforcing the terms of this Memorandum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE CITY

FOR THE UNION

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Troy M. Hamblin, Labor Negotiator  
City of Milwaukee

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Michael V. Crivello, President  
Milwaukee Police Association

**See file for original signatures**

## APPENDIX M

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MILWAUKEE (City)  
ANDY  
THE MILWAUKEE POLICE ASSOCIATION  
LOCAL #21, IUPA, AFL-CIO (Union)

The City and the Union agree to resolve Grv. No. 2009-6/WERC Case 600 regarding ARTICLE 54 – DUTY ASSIGNMENT, and any other grievance filed by the Union regarding Article 54 of the labor agreement that has not previously been resolved, as follows:

1. The “temporary exceptions” referenced in the last sentence of Article 54 of the labor agreement allows the Chief of Police:
  - A. To assign one or more employees to a day duty assignment to further the Training Academy’s mission. Such assignment may be made when in the Chief of Police’s judgment:
    - (i) The employee to be assigned under this provision has a specific skill set or knowledge base not possessed by an employee currently assigned to day duty, or
    - (ii) The needs of the service warrant such an assignment, due to the work schedule or the special assignment of an employee currently assigned to day duty who might otherwise be utilized in the Training Academy’s mission.
  - B. To assign one or more employees to a day duty assignment when in the Chief of Police’s judgment an emergency involving the needs of the service warrants such assignment. Any such assignment shall not exceed five (5) consecutive work days.
  - C. To assign an employee to day duty when an employee requests such an assignment due to a life hardship. A “life hardship” is defined as a catastrophic life-changing event, such as the death or terminal condition of the

spouse, child, brother/sister or parent of the employee seeking such an assignment. The determination of whether an employee is eligible for such an assignment, and the decision to grant or deny the request, for up to 180 days, is in the sole discretion of the Chief of Police. The Chief of Police may, if the criteria in this paragraph are met, extend such hardship assignment for up to an additional 180 days.

- D. The Milwaukee Police Department shall provide the Union with written notification prior to assigning any employee to day duty pursuant to any of the above circumstances. If impracticable due to an emergent situation an initial verbal notification shall be followed by the written notification.
  - E. The Union shall maintain the right to challenge any such exception and/or temporary assignment in accordance with the grievance process.
2. In addition to the provisions set forth in paragraph one, the City and the Union agree that the following special provisions apply to employees assigned to what is currently known as the Milwaukee Police Department's High Intensity Drug Trafficking Area (HIDTA) unit. The parties agree:
- A. Specific Exception. Those employees on the attached list who have been assigned in the past to day duty at the HIDTA unit, despite having insufficient seniority to be assigned to day duty, shall be "grandfathered" and are eligible to be assigned to day duty at HIDTA.
  - B. General Exception. The Chief of Police may from time to time assign to day duty up to six (6) employees [department wide] who will be primarily involved in narcotics investigation at the HIDTA unit, or any future unit that includes a similar function as HIDTA, providing such functional unit is considered the Department's primary narcotics unit; regardless of the employee's seniority. Each such employee selected by the Chief of Police may be so assigned on a one-time basis for not more than two (2) years under this provision.
3. Apart from those employees with insufficient seniority for a day duty assignment referenced in paragraphs 1 and 2 above, any employee currently assigned to a day duty assignment with insufficient seniority shall be reassigned by the Chief of Police consistent with the employee's seniority within thirty (30) days of the Union's providing the employee's name to the Chief of Police.
4. The City Shall provide the Union, on a quarterly basis, the Milwaukee Police Department's Day Shift Eligibility List. Prospectively, this information will be included as a new provision (*i.e.*, paragraph 2.h) under Article 50, Bargaining Unit Information, of the parties' labor agreement.

Dated this 24th day of November,2015

**See file for original**

FOR THE CITY

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DEBORAH A. FORD, LABOR NEGOTIATOR  
City of Milwaukee

FOR THE UNION

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MICHAEL V. CRIVELLO, PRESIDENT  
Milwaukee Police Association

# APPENDIX N

RATES OF PAY  
FOR EMPLOYEES COVERED BY THE 2018-2019  
AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND  
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21, IUPA, AFL-CIO  
FOR THE TIME PERIOD  
COMMENCING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2019  
(FOR INFORMATIONAL PURPOSES ONLY)

**For employee's hired prior to October 3, 2011:**

**Effective Pay Period 1, 2018 (December 31, 2017)**

Pay Range 801

Biweekly	2,371.65	2,593.96	2,881.66	2,992.02	3,161.87
Monthly	5,152.69	5,635.69	6,260.75	6,500.52	6,869.54
Annual	61,832.30	67,628.24	75,128.99	78,006.23	82,434.47

**Associate's Degree or 64 Credits**

Biweekly	2,391.06	2,613.40	2,901.05	3,011.42	3,181.31
Monthly	5,194.86	5,677.92	6,302.88	6,542.67	6,911.77
Annual	62,338.35	68,135.07	75,634.52	78,512.02	82,941.29

**Bachelor's Degree**

Biweekly	2,415.32	2,637.65	2,925.31	3,035.68	3,205.55
Monthly	5,247.57	5,730.61	6,355.58	6,595.38	6,964.44
Annual	62,970.84	68,767.30	76,267.01	79,144.51	83,573.27

**Master's Degree or Higher**

Biweekly	2,425.04	2,647.36	2,935.03	3,045.38	3,215.28
Monthly	5,268.69	5,751.71	6,376.70	6,616.45	6,985.58
Annual	63,224.26	69,020.46	76,520.42	79,397.41	83,826.94

Police Officer<sup>1/</sup>

Police Matron

Assistant Custodian of Police Property and Stores

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

Pay Range 804

Biweekly	3,074.37	3,169.61	3,268.92
Monthly	6,679.44	6,886.36	7,102.12
Annual	80,153.22	82,636.26	85,225.41

**Associate's Degree or 64 Credits**

Biweekly	3,093.76	3,189.01	3,288.32
Monthly	6,721.56	6,928.50	7,144.27
Annual	80,658.74	83,142.04	85,731.20

**Bachelor's Degree**

Biweekly	3,118.07	3,213.27	3,312.58
Monthly	6,774.38	6,981.21	7,196.97
Annual	81,292.54	83,774.54	86,363.69

**Master's Degree or Higher**

Biweekly	3,127.76	3,222.99	3,322.28
Monthly	6,795.43	7,002.33	7,218.05
Annual	81,545.17	84,027.95	86,616.58

Court Liaison Officer  
 Forensic Investigator  
 Narcotics Control Officer  
 Police Alarm Operator

Pay Range 806

Biweekly	3,169.61	3,268.92	3,375.82
Monthly	6,886.36	7,102.12	7,334.37
Annual	82,636.26	85,225.41	88,012.45

**Associate's Degree or 64 Credits**

Biweekly	3,189.01	3,288.32	3,395.26
Monthly	6,928.50	7,144.27	7,376.61
Annual	83,142.04	85,731.20	88,519.28

**Bachelor's Degree**

Biweekly	3,213.27	3,312.58	3,419.51
Monthly	6,981.21	7,196.97	7,429.29
Annual	83,774.54	86,363.69	89,151.51

**Master's Degree or Higher**

Biweekly	3,222.99	3,322.28	3,429.22
Monthly	7,002.33	7,218.05	7,450.39
Annual	84,027.95	86,616.58	89,404.66

Custodian of Police Property and Stores

Pay Range 808

Biweekly	3,233.32	3,358.16	3,488.08
Monthly	7,024.77	7,296.00	7,578.27
Annual	84,297.27	87,552.03	90,939.23

**Associate's Degree or 64 Credits**

Biweekly	3,252.73	3,377.59	3,507.47
Monthly	7,066.94	7,338.22	7,620.40
Annual	84,803.32	88,058.59	91,444.75

**Bachelor's Degree**

Biweekly	3,277.01	3,401.83	3,531.75
Monthly	7,119.69	7,390.88	7,673.15
Annual	85,436.33	88,690.57	92,077.77

**Master's Degree or Higher**

Biweekly	3,286.73	3,411.53	3,541.46
Monthly	7,140.81	7,411.96	7,694.24
Annual	85,689.74	88,943.46	92,330.92

Detective  
Document Examiner  
Police Data Communications Specialist  
Latent Print Examiner

Pay Range 810

Biweekly	3,375.82	3,490.30	3,604.83
Monthly	7,334.37	7,583.09	7,831.92
Annual	88,012.45	90,997.11	93,983.07

**Associate's Degree or 64 Credits**

Biweekly	3,395.26	3,509.72	3,624.24
Monthly	7,376.61	7,625.28	7,874.09
Annual	88,519.28	91,503.41	94,489.11

**Bachelor's Degree**

Biweekly	3,419.51	3,533.99	3,648.52
Monthly	7,429.29	7,678.01	7,926.84
Annual	89,151.51	92,136.17	95,122.13

**Master's Degree or Higher**

Biweekly	3,429.22	3,543.69	3,658.21
Monthly	7,450.39	7,699.09	7,947.90
Annual	89,404.66	92,389.06	95,374.76

Computer Aided Dispatch System Specialist

Pay Range 812

Biweekly	3,490.30	3,604.83	3,719.43
Monthly	7,583.09	7,831.92	8,080.90
Annual	90,997.11	93,983.07	96,970.85

**Associate's Degree or 64 Credits**

Biweekly	3,509.72	3,624.24	3,738.82
Monthly	7,625.28	7,874.09	8,123.03
Annual	91,503.41	94,489.11	97,476.38

**Bachelor's Degree**

Biweekly	3,533.99	3,648.52	3,763.13
Monthly	7,678.01	7,926.84	8,175.85
Annual	92,136.17	95,122.13	98,110.17

**Master's Degree or Higher**

Biweekly	3,543.69	3,658.21	3,772.82
Monthly	7,699.09	7,947.90	8,196.90
Annual	92,389.06	95,374.76	98,362.80

Chief Document Examiner  
Identification Systems Specialist

Pay Range 813

Biweekly	3,358.16	3,488.08	3,623.13	3,763.56	3,909.45	4,061.32
Monthly	7,296.00	7,578.27	7,871.68	8,176.78	8,493.75	8,823.70
Annual	87,552.03	90,939.23	94,460.17	98,121.38	101,924.94	105,884.41

**Associate's Degree or 64 Credits**

Biweekly	3,377.59	3,507.47	3,642.53	3,782.96	3,928.86	4,080.75
Monthly	7,338.22	7,620.40	7,913.83	8,218.93	8,535.92	8,865.92
Annual	88,058.59	91,444.75	94,965.96	98,627.17	102,430.99	106,390.98

**Bachelor's Degree**

Biweekly	3,401.83	3,531.75	3,666.79	3,807.23	3,953.11	4,105.02
Monthly	7,390.88	7,673.15	7,966.54	8,271.66	8,588.60	8,918.64
Annual	88,690.57	92,077.77	95,598.45	99,259.92	103,063.22	107,023.73

**Master's Degree or Higher**

Biweekly	3,411.53	3,541.46	3,676.50	3,816.92	3,962.81	4,114.72
Monthly	7,411.96	7,694.24	7,987.63	8,292.71	8,609.68	8,939.72
Annual	88,943.46	92,330.92	95,851.61	99,512.55	103,316.12	107,276.63

Police Audio Visual Specialist

**Effective Pay Period 1, 2019 (December 30, 2018)**

Pay Range 801

Biweekly	2,419.08	2,645.84	2,939.29	3,051.86	3,225.11
Monthly	5,255.74	5,748.40	6,385.96	6,630.53	7,006.94
Annual	63,068.87	68,980.83	76,631.49	79,566.35	84,083.22

**Associate's Degree or 64 Credits**

Biweekly	2,438.88	2,665.67	2,959.07	3,071.65	3,244.94
Monthly	5,298.76	5,791.49	6,428.93	6,673.53	7,050.02
Annual	63,585.08	69,497.82	77,147.18	80,082.30	84,600.22

**Bachelor's Degree**

Biweekly	2,463.63	2,690.40	2,983.82	3,096.39	3,269.66
Monthly	5,352.53	5,845.21	6,482.70	6,727.28	7,103.73
Annual	64,230.35	70,142.57	77,792.45	80,727.31	85,244.71

**Master's Degree or Higher**

Biweekly	2,473.54	2,700.31	2,993.73	3,106.29	3,279.59
Monthly	5,374.06	5,866.75	6,504.24	6,748.79	7,125.30
Annual	64,488.72	70,400.94	78,050.82	80,985.42	85,503.59

Police Officer<sup>1/</sup>  
Police Matron  
Assistant Custodian of Police Property and Stores

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

Pay Range 804

Biweekly	3,135.86	3,233.00	3,334.30
Monthly	6,813.03	7,024.08	7,244.16
Annual	81,756.35	84,288.93	86,929.96

**Associate's Degree or 64 Credits**

Biweekly	3,155.64	3,252.79	3,354.09
Monthly	6,856.00	7,067.07	7,287.16
Annual	82,272.04	84,804.88	87,445.92

**Bachelor's Degree**

Biweekly	3,180.43	3,277.54	3,378.83
Monthly	6,909.86	7,120.85	7,340.91
Annual	82,918.35	85,450.15	88,090.92

**Master's Degree or Higher**

Biweekly	3,190.32	3,287.45	3,388.73
Monthly	6,931.35	7,142.38	7,362.42
Annual	83,176.20	85,708.52	88,349.03

Court Liaison Officer  
Forensic Investigator  
Narcotics Control Officer  
Police Alarm Operator

Pay Range 806

Biweekly	3,233.00	3,334.30	3,443.34
Monthly	7,024.08	7,244.16	7,481.07
Annual	84,288.93	86,929.96	89,772.79

**Associate's Degree or 64 Credits**

Biweekly	3,252.79	3,354.09	3,463.17
Monthly	7,067.07	7,287.16	7,524.15
Annual	84,804.88	87,445.92	90,289.79

**Bachelor's Degree**

Biweekly	3,277.54	3,378.83	3,487.90
Monthly	7,120.85	7,340.91	7,577.88
Annual	85,450.15	88,090.92	90,934.53

**Master's Degree or Higher**

Biweekly	3,287.45	3,388.73	3,497.80
Monthly	7,142.38	7,362.42	7,599.39
Annual	85,708.52	88,349.03	91,192.64

Custodian of Police Property and Stores

Pay Range 808

Biweekly	3,297.99	3,425.32	3,557.84
Monthly	7,165.28	7,441.92	7,729.83
Annual	85,983.31	89,302.98	92,757.97

**Associate's Degree or 64 Credits**

Biweekly	3,317.78	3,445.14	3,577.62
Monthly	7,208.27	7,484.98	7,772.81
Annual	86,499.26	89,819.72	93,273.66

**Bachelor's Degree**

Biweekly	3,342.55	3,469.87	3,602.39
Monthly	7,262.09	7,538.71	7,826.62
Annual	87,145.05	90,464.47	93,919.45

**Master's Degree or Higher**

Biweekly	3,352.46	3,479.76	3,612.29
Monthly	7,283.62	7,560.19	7,848.13
Annual	87,403.42	90,722.31	94,177.56

Detective  
Document Examiner  
Police Data Communications Specialist  
Latent Print Examiner

Pay Range 810

Biweekly	3,443.34	3,560.11	3,676.93
Monthly	7,481.07	7,734.76	7,988.57
Annual	89,772.79	92,817.15	95,862.82

**Associate's Degree or 64 Credits**

Biweekly	3,463.17	3,579.91	3,696.72
Monthly	7,524.15	7,777.78	8,031.56
Annual	90,289.79	93,333.37	96,378.77

**Bachelor's Degree**

Biweekly	3,487.90	3,604.67	3,721.49
Monthly	7,577.88	7,831.57	8,085.38
Annual	90,934.53	93,978.89	97,024.56

**Master's Degree or Higher**

Biweekly	3,497.80	3,614.56	3,731.37
Monthly	7,599.39	7,853.06	8,106.85
Annual	91,192.64	94,236.74	97,282.14

Computer Aided Dispatch System Specialist

Pay Range 812

Biweekly	3,560.11	3,676.93	3,793.82
Monthly	7,734.76	7,988.57	8,242.53
Annual	92,817.15	95,862.82	98,910.30

**Associate's Degree or 64 Credits**

Biweekly	3,579.91	3,696.72	3,813.60
Monthly	7,777.78	8,031.56	8,285.50
Annual	93,333.37	96,378.77	99,426.00

**Bachelor's Degree**

Biweekly	3,604.67	3,721.49	3,838.39
Monthly	7,831.57	8,085.38	8,339.36
Annual	93,978.89	97,024.56	100,072.31

**Master's Degree or Higher**

Biweekly	3,614.56	3,731.37	3,848.28
Monthly	7,853.06	8,106.85	8,360.85
Annual	94,236.74	97,282.14	100,330.15

Chief Document Examiner  
Identification Systems Specialist

Pay Range 813

Biweekly	3,425.32	3,557.84	3,695.59	3,838.83	3,987.64	4,142.55
Monthly	7,441.92	7,729.83	8,029.11	8,340.32	8,663.62	9,000.18
Annual	89,302.98	92,757.97	96,349.31	100,083.78	103,963.47	108,002.19

**Associate's Degree or 64 Credits**

Biweekly	3,445.14	3,577.62	3,715.38	3,858.62	4,007.44	4,162.37
Monthly	7,484.98	7,772.81	8,072.11	8,383.31	8,706.64	9,043.24
Annual	89,819.72	93,273.66	96,865.26	100,599.73	104,479.68	108,518.93

**Bachelor's Degree**

Biweekly	3,469.87	3,602.39	3,740.13	3,883.37	4,032.17	4,187.12
Monthly	7,538.71	7,826.62	8,125.88	8,437.08	8,760.37	9,097.02
Annual	90,464.47	93,919.45	97,510.53	101,245.00	105,124.43	109,164.20

**Master's Degree or Higher**

Biweekly	3,479.76	3,612.29	3,750.03	3,893.26	4,042.07	4,197.01
Monthly	7,560.19	7,848.13	8,147.39	8,458.57	8,781.88	9,118.50
Annual	90,722.31	94,177.56	97,768.64	101,502.85	105,382.54	109,422.04

Police Audio Visual Specialist

**For employees hired On for After to October 3, 2011:**

**Effective Pay Period 1, 2018 (December 31, 2017)**

Pay Range 801

Biweekly	1,685.18	2,246.91	2,457.55	2,730.10	2,834.64	2,995.58
Monthly	3,661.25	4,881.68	5,339.32	5,931.47	6,158.59	6,508.25
Annual	43,935.05	58,580.15	64,071.84	71,177.61	73,903.11	78,099.05

**Associate's Degree or 64 Credits**

Biweekly	2,265.31	2,475.94	2,748.49	2,853.03	3,013.98
Monthly	4,921.66	5,379.27	5,971.42	6,198.55	6,548.23
Annual	59,059.87	64,551.29	71,657.06	74,382.57	78,578.76

**Bachelor's Degree**

Biweekly	2,288.29	2,498.93	2,771.46	2,876.01	3,036.97
Monthly	4,971.58	5,429.22	6,021.33	6,248.47	6,598.18
Annual	59,658.99	65,150.67	72,255.92	74,981.69	79,178.14

**Master's Degree or Higher**

Biweekly	2,297.49	2,508.11	2,780.64	2,885.22	3,046.15
Monthly	4,991.57	5,449.17	6,041.27	6,268.48	6,618.12
Annual	59,898.85	65,390.01	72,495.26	75,221.81	79,417.48

Police Officer<sup>1/2/</sup>

Police Matron

Assistant Custodian of Police Property and Stores

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

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

Pay Range 804

Biweekly	2,912.66	3,002.90	3,096.99
Monthly	6,328.10	6,524.16	6,728.58
Annual	75,937.21	78,289.89	80,742.95

**Associate's Degree or 64 Credits**

Biweekly	2,931.05	3,021.28	3,115.36
Monthly	6,368.06	6,564.09	6,768.49
Annual	76,416.66	78,769.08	81,221.88

**Bachelor's Degree**

Biweekly	2,954.06	3,044.26	3,138.36
Monthly	6,418.05	6,614.02	6,818.46
Annual	77,016.56	79,368.21	81,821.53

**Master's Degree or Higher**

Biweekly	2,963.25	3,053.46	3,147.53
Monthly	6,438.01	6,634.01	6,838.38
Annual	77,256.16	79,608.06	82,060.60

Court Liaison Officer  
Forensic Investigator  
Narcotics Control Officer  
Police Alarm Operator

Pay Range 806

Biweekly	3,002.90	3,096.99	3,198.28
Monthly	6,524.16	6,728.58	6,948.64
Annual	78,289.89	80,742.95	83,383.73

**Associate's Degree or 64 Credits**

Biweekly	3,021.28	3,115.36	3,216.66
Monthly	6,564.09	6,768.49	6,988.58
Annual	78,769.08	81,221.88	83,862.92

**Bachelor's Degree**

Biweekly	3,044.26	3,138.36	3,239.67
Monthly	6,614.02	6,818.46	7,038.57
Annual	79,368.21	81,821.53	84,462.82

**Master's Degree or Higher**

Biweekly	3,053.46	3,147.53	3,248.85
Monthly	6,634.01	6,838.38	7,058.51
Annual	79,608.06	82,060.60	84,702.16

Custodian of Police Property and Stores

Pay Range 808

Biweekly	3,063.26	3,181.52	3,304.62
Monthly	6,655.30	6,912.23	7,179.68
Annual	79,863.56	82,946.77	86,156.16

**Associate's Degree or 64 Credits**

Biweekly	3,081.64	3,199.93	3,322.98
Monthly	6,695.23	6,952.23	7,219.57
Annual	80,342.76	83,426.74	86,634.83

**Bachelor's Degree**

Biweekly	3,104.65	3,222.90	3,345.99
Monthly	6,745.22	7,002.13	7,269.56
Annual	80,942.66	84,025.61	87,234.74

**Master's Degree or Higher**

Biweekly	3,113.85	3,232.10	3,355.19
Monthly	6,765.21	7,022.12	7,289.55
Annual	81,182.52	84,265.46	87,474.59

Detective  
Document Examiner  
Police Data Communications Specialist  
Latent Print Examiner

Pay Range 810

Biweekly	3,198.28	3,306.71	3,415.22
Monthly	6,948.64	7,184.22	7,419.97
Annual	83,383.73	86,210.65	89,039.66

**Associate's Degree or 64 Credits**

Biweekly	3,216.66	3,325.11	3,433.63
Monthly	6,988.58	7,224.20	7,459.97
Annual	83,862.92	86,690.37	89,519.64

**Bachelor's Degree**

Biweekly	3,239.67	3,348.10	3,456.61
Monthly	7,038.57	7,274.15	7,509.90
Annual	84,462.82	87,289.75	90,118.76

**Master's Degree or Higher**

Biweekly	3,248.85	3,357.31	3,465.80
Monthly	7,058.51	7,294.16	7,529.86
Annual	84,702.16	87,529.87	90,358.36

Computer Aided Dispatch System Specialist

Pay Range 812

Biweekly	3,306.71	3,415.22	3,523.79
Monthly	7,184.22	7,419.97	7,655.85
Annual	86,210.65	89,039.66	91,870.24

**Associate's Degree or 64 Credits**

Biweekly	3,325.11	3,433.63	3,542.18
Monthly	7,224.20	7,459.97	7,695.81
Annual	86,690.37	89,519.64	92,349.69

**Bachelor's Degree**

Biweekly	3,348.10	3,456.61	3,565.19
Monthly	7,274.15	7,509.90	7,745.80
Annual	87,289.75	90,118.76	92,949.59

**Master's Degree or Higher**

Biweekly	3,357.31	3,465.80	3,574.37
Monthly	7,294.16	7,529.86	7,765.74
Annual	87,529.87	90,358.36	93,188.93

Chief Document Examiner

Identification Systems Specialist

Pay Range 813

Biweekly	3,181.52	3,304.62	3,432.55	3,565.60	3,703.84	3,847.72
Monthly	6,912.23	7,179.68	7,457.62	7,746.69	8,047.03	8,359.63
Annual	82,946.77	86,156.16	89,491.48	92,960.28	96,564.40	100,315.55

**Associate’s Degree or 64 Credits**

Biweekly	3,199.93	3,322.98	3,450.95	3,584.00	3,722.22	3,866.11
Monthly	6,952.23	7,219.57	7,497.60	7,786.67	8,086.97	8,399.58
Annual	83,426.74	86,634.83	89,971.19	93,440.00	97,043.59	100,795.01

**Bachelor’s Degree**

Biweekly	3,222.90	3,345.99	3,473.93	3,606.97	3,745.20	3,889.12
Monthly	7,002.13	7,269.56	7,547.53	7,836.57	8,136.89	8,449.58
Annual	84,025.61	87,234.74	90,570.32	94,038.86	97,642.71	101,394.91

**Master’s Degree or Higher**

Biweekly	3,232.10	3,355.19	3,483.14	3,616.18	3,754.38	3,898.30
Monthly	7,022.12	7,289.55	7,567.54	7,856.58	8,156.84	8,469.52
Annual	84,265.46	87,474.59	90,810.43	94,278.98	97,882.05	101,634.25

Police Audio Visual Specialist

**Effective Pay Period 1, 2019 (December 30, 2018)**

Pay Range 801

Biweekly	1,723.10	2,297.47	2,512.84	2,791.53	2,898.42	3,062.98
Monthly	3,743.64	4,991.53	5,459.44	6,064.93	6,297.16	6,654.69
Annual	44,923.68	59,898.32	65,513.33	72,779.17	75,565.95	79,856.26

**Associate’s Degree or 64 Credits**

Biweekly	2,316.28	2,531.65	2,810.33	2,917.22	3,081.79
Monthly	5,032.39	5,500.31	6,105.78	6,338.01	6,695.56
Annual	60,388.73	66,003.73	73,269.32	76,056.09	80,346.67

**Bachelor's Degree**

Biweekly	2,339.78	2,555.16	2,833.82	2,940.72	3,105.30
Monthly	5,083.45	5,551.39	6,156.81	6,389.06	6,746.63
Annual	61,001.41	66,616.67	73,881.73	76,668.77	80,959.61

**Master's Degree or Higher**

Biweekly	2,349.18	2,564.54	2,843.20	2,950.14	3,114.69
Monthly	5,103.87	5,571.77	6,177.19	6,409.53	6,767.04
Annual	61,246.48	66,861.22	74,126.28	76,914.36	81,204.42

Police Officer<sup>1/2/</sup>

Police Matron

Assistant Custodian of Police Property and Stores

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

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

Pay Range 804

Biweekly	2,978.19	3,070.47	3,166.67
Monthly	6,470.47	6,670.96	6,879.97
Annual	77,645.67	80,051.54	82,559.61

**Associate's Degree or 64 Credits**

Biweekly	2,997.00	3,089.26	3,185.46
Monthly	6,511.34	6,711.79	6,920.79
Annual	78,136.07	80,541.42	83,049.49

**Bachelor's Degree**

Biweekly	3,020.53	3,112.76	3,208.97
Monthly	6,562.46	6,762.84	6,971.87
Annual	78,749.53	81,154.10	83,662.43

**Master's Degree or Higher**

Biweekly	3,029.92	3,122.16	3,218.35
Monthly	6,582.86	6,783.26	6,992.25
Annual	78,994.34	81,399.17	83,906.98

Court Liaison Officer  
 Forensic Investigator  
 Narcotics Control Officer  
 Police Alarm Operator

Pay Range 806

Biweekly	3,070.47	3,166.67	3,270.24
Monthly	6,670.96	6,879.97	7,104.99
Annual	80,051.54	82,559.61	85,259.83

**Associate's Degree or 64 Credits**

Biweekly	3,089.26	3,185.46	3,289.03
Monthly	6,711.79	6,920.79	7,145.81
Annual	80,541.42	83,049.49	85,749.71

**Bachelor's Degree**

Biweekly	3,112.76	3,208.97	3,312.56
Monthly	6,762.84	6,971.87	7,196.93
Annual	81,154.10	83,662.43	86,363.17

**Master's Degree or Higher**

Biweekly	3,122.16	3,218.35	3,321.95
Monthly	6,783.26	6,992.25	7,217.33
Annual	81,399.17	83,906.98	86,607.98

Custodian of Police Property and Stores

Pay Range 808

Biweekly	3,132.18	3,253.10	3,378.97
Monthly	6,805.03	7,067.75	7,341.21
Annual	81,660.41	84,812.96	88,094.57

**Associate's Degree or 64 Credits**

Biweekly	3,150.98	3,271.93	3,397.75
Monthly	6,845.88	7,108.66	7,382.02
Annual	82,150.55	85,303.89	88,584.19

**Bachelor's Degree**

Biweekly	3,174.50	3,295.42	3,421.27
Monthly	6,896.98	7,159.69	7,433.12
Annual	82,763.75	85,916.31	89,197.39

**Master's Degree or Higher**

Biweekly	3,183.91	3,304.82	3,430.68
Monthly	6,917.42	7,180.12	7,453.56
Annual	83,009.08	86,161.38	89,442.73

Detective  
 Document Examiner  
 Police Data Communications Specialist  
 Latent Print Examiner

Pay Range 810

Biweekly	3,270.24	3,381.11	3,492.06
Monthly	7,104.99	7,345.86	7,586.92
Annual	85,259.83	88,150.37	91,042.99

**Associate's Degree or 64 Credits**

Biweekly	3,289.03	3,399.92	3,510.89
Monthly	7,145.81	7,386.73	7,627.83
Annual	85,749.71	88,640.77	91,533.92

**Bachelor's Degree**

Biweekly	3,312.56	3,423.43	3,534.38
Monthly	7,196.93	7,437.81	7,678.86
Annual	86,363.17	89,253.71	92,146.33

**Master's Degree or Higher**

Biweekly	3,321.95	3,432.85	3,543.78
Monthly	7,217.33	7,458.28	7,699.28
Annual	86,607.98	89,499.30	92,391.41

Computer Aided Dispatch System Specialist

Pay Range 812

Biweekly	3,381.11	3,492.06	3,603.08
Monthly	7,345.86	7,586.92	7,828.12
Annual	88,150.37	91,042.99	93,937.44

**Associate's Degree or 64 Credits**

Biweekly	3,399.92	3,510.89	3,621.88
Monthly	7,386.73	7,627.83	7,868.97
Annual	88,640.77	91,533.92	94,427.58

**Bachelor's Degree**

Biweekly	3,423.43	3,534.38	3,645.41
Monthly	7,437.81	7,678.86	7,920.09
Annual	89,253.71	92,146.33	95,041.04

**Master's Degree or Higher**

Biweekly	3,432.85	3,543.78	3,654.79
Monthly	7,458.28	7,699.28	7,940.47
Annual	89,499.30	92,391.41	95,285.59

Chief Document Examiner  
Identification Systems Specialist

Pay Range 813

Biweekly	3,253.10	3,378.97	3,509.78	3,645.83	3,787.18	3,934.29
Monthly	7,067.75	7,341.21	7,625.42	7,921.00	8,228.10	8,547.71
Annual	84,812.96	88,094.57	91,504.98	95,051.99	98,737.19	102,572.56

**Associate's Degree or 64 Credits**

Biweekly	3,271.93	3,397.75	3,528.60	3,664.64	3,805.97	3,953.10
Monthly	7,108.66	7,382.02	7,666.30	7,961.87	8,268.92	8,588.58
Annual	85,303.89	88,584.19	91,995.64	95,542.40	99,227.07	103,062.96

**Bachelor's Degree**

Biweekly	3,295.42	3,421.27	3,552.09	3,688.13	3,829.47	3,976.63
Monthly	7,159.69	7,433.12	7,717.34	8,012.90	8,319.98	8,639.70
Annual	85,916.31	89,197.39	92,608.06	96,154.82	99,839.75	103,676.42

**Master's Degree or Higher**

Biweekly	3,304.82	3,430.68	3,561.51	3,697.54	3,838.85	3,986.01
Monthly	7,180.12	7,453.56	7,737.80	8,033.35	8,340.36	8,660.08
Annual	86,161.38	89,442.73	92,853.65	96,400.15	100,084.30	103,920.97

Police Audio Visual Specialist

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