**Madison Police Department Labor Contracts**

**MPPOA and AMPS**

**MPPOA**

[Agreement, 2018-2021 pdf](https://www.cityofmadison.com/human-resources/documents/contracts/MPPOA-2018.pdf)

The agreement ends December 31, 2021. To negotiate the next contract the City and MPPOA must simultaneously submit proposals on or before May 1, 2021

**Employees covered:**

* Sergeants
* Detectives
* Investigators
* Police Officers
* Others?

**City retains rights to:**

1. To hire, promote, transfer, assign and utilize employees.

2. To suspend, discipline, demote, discharge or lay off employees in accordance with the provisions of Wisconsin Statutes Sec. 62.13. Prior to any reduction in force, the parties agree to meet and discuss potential workforce reductions.

3. To determine work standards; the quality and quantity of work performed by employees and to determine whether employees meet said standards.

4. To establish departmental policies, rules, regulations and procedures. Whenever reasonably practicable, the City agrees to furnish the designated representative of the Union with a copy of newly established or amended policies, regulations and procedures, which are applicable to Union members at least ten (10) calendar days prior to their effective date.

5. To establish work schedules and to assign overtime work.

6. To establish and utilize methods, processes and technology by which departmental work is to be performed.

7. To determine the number of personnel to be employed.

8. To operate and administer facilities, equipment and operations.

9. To establish, expand, transfer, consolidate or terminate functions, programs and operations.

10. To contract and subcontract matters relating to departmental operations.

11. To transfer any governmental operation to another unit of government. Such transfer shall not require any prior negotiations or the consent of the Union and furthermore, upon transfer, all agreements are terminated including this Contract as pertains to personnel of the department affected by the transfer.

12. To determine the organizational structure.

**Wages**

* There shall be a 2% increase to base wages effective the last pay period of December 2018; a 2.5% increase to base wages effective the first pay period of July 2019; a 3.25% wage increase to base wages effective the first pay period of 2020; and a 3.75% increase to base wages effective the first pay period of 2021.



* Officers who went through accelerated service academy start at wages earned by others at 6 months.
* Whenever an off-duty officer initiates law enforcement action, the officer reverts to on-duty status and is compensated at time-and one-half (1-1/2) for the exact amount of time worked, subject to supervisory review. No minimums apply and there is no continuous service for purposes of compensation.
* Overtime
	+ Compensation for overtime shall be paid at the rate of time-and one-half (1-1/2) the employee's regular rate of pay. All grant-funded overtime (except Dane County Narcotics and Gang Task Force) is at this rate of pay.
	+ Compensation for each continuous hour worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the employee's regular rate of pay, except any overtime accrued due to grant-funded\* activity, which is paid at time-and one-half (1-1/2). Any grant-funded\* work performed before or after an employee’s regular work shift will not be considered continuous service for the purposes of compensation.
	+ When any other mandatory training session exceeds eight hours (except if volunteered for training), members shall be compensated per existing contractual provisions with paid overtime. (Doesn’t apply to emergency response team, special events team and honor guard)
	+ Overtime will not be paid to employees that attend employee-requested specialized training sessions that exceed an eight (8) hour day. The employee has the option of leaving the training session after eight (8) hours or may stay and accrue earned time off on an hour-for-hour basis to complete the day’s instruction
* Comp Time
	+ Employees can accrue compensatory leave in lieu of the overtime cash payments provided up to 180 hours.
	+ Employees may elect to convert eighty (80) hours of accrued compensatory leave per calendar year to cash based on the employee's regular hourly rate of pay.
* Shift Differential Pay (reflects 2018 rates that have been adjusted)
	+ 6:00 a.m. and 6:00 p.m. shift - $10.56 per biweekly pay period.
	+ 10:30 a.m. and 8:30 p.m. shift - $32.45 per biweekly pay period.
	+ 1:00 p.m. and 1:00 a.m. shift - $43.81 per biweekly pay period.
	+ 6:00 p.m. and 5:00 a.m. shift - $48.68 per biweekly pay period.
	+ 10:00 p.m. to 7:00 a.m. shift - $51.89 per biweekly pay period.
	+ More than one (1) shift during a biweekly pay period - $48.68 per biweekly pay period, providing the starting times for the shifts differ by a minimum of three (3) hours.
	+ Shifts starting work on Sundays (including incomplete shifts) - additional $1.20 per hour.
	+ Shifts starting work on Saturdays (including incomplete shifts) shall be paid an additional $.55 per hour.
	+ Probationary Officer regardless of shift- $37.48.
	+ Downtown Safety Initiative - In addition to overtime rate, $5.00/hr for all hours worked beginning January 1, 2019.
	+ Shift Adjustment Premium: time-and one- half (1-1/2) the employee's regular rate of pay for hours worked outside of their regularly assigned shift



* Holiday Pay
	+ (2) times the employee's regular straight time rate for all hours worked with opportunity to work a full shift.
	+ Plus a mutually agreeable day off as compensatory time, or at the employee's option, a day's pay at the regular straight time rate
* Called in on off-duty day or vacation day/required to give testimony
	+ If shift started 8 pm or later - shall be paid or compensated for a minimum of three (3) hours at the rate of time-and one-half (1-1/2) the employee's regular rate of pay.
* Rhythm & Booms - Two hours of pay or compensatory time at the employee’s discretion at the rate of time-and one-half (1-1/2) times the employee’s regular rate of pay shall be paid to employees who are called back or ordered to work for Rhythm and Booms or comparable Independence Day celebrations if the City rescinds that order or call-back within twenty-four (24) hours of the time they were ordered or called-back to work.
* Court Testimony
	+ While on-duty – Unless on a shift starting at 8 p.m. or later, 2 hours at the rate of time-and one-half (1-1/2), unless such work is scheduled less than fifty-nine (59) minutes of the employee's regular duty shift.
	+ If cancelled: Two hours of pay or compensatory time at the rate of time-and one-half (1-1/2) times if the employee is notified of a court appearance cancellation within twenty-four (24) hours of the scheduled court appearance time.
	+ Accrual of overtime shall continue while the employee is required to be present in court outside of the employee's regular duty hours, and shall include the time during noon recess of the court.
	+ Former employees who are subpoenaed or required to appear to give testimony in civil or criminal judicial proceedings about events arising from their employment, shall be compensated at the rate of time-and one-half (1-1/2) the employee's regular rate of pay, but not less than three (3) hours of pay at rate at time of retirement.
* Seniority Pay
	+ The six (6) most senior patrol officers having ten (10) years in rank or more, on any shift starting between 12:00 p.m. and 5:59 p.m.; and the six (6) most senior patrol officers having ten (10) years in rank or more, on any shift starting between 6:00 p.m. and 1:00 a.m. shall, in addition to receiving shift differential premiums, be paid $60.90 per pay period for working those shifts.
	+ The five (5) most senior Detectives having at least ten (10) years in rank shall, in addition to receiving shift differential premiums, be paid $60.90 per pay period if they have primary duty assignments starting between 12:00 p.m. and 1:00 a.m.
	+ The five (5) most senior Patrol Sergeants having at least ten (10) years of experience in rank shall, in addition to receiving shift differential premiums , be paid $60.90 (plus the negotiated wage increase, with amount rounded off to the nearest five cents) per pay period if they are assigned to a shift starting between 12:00 p.m. and 1:00 a.m.
	+ The two (2) most senior Investigators having at least ten (10) years of experience in rank shall, in addition to receiving shift differential premiums, be paid $60.90 per pay period if they are assigned to a shift starting between 12:00 p.m. and 1:00 a.m.
* Grant funded pay
	+ All grant-funded overtime shall be paid at the rate of time-and one-half the employee’s regular rate of pay.
	+ Compensation for each continuous hour worked in excess of twelve consecutive hours shall be paid at the rate of two times the employee’s regular rate of pay, except any overtime accrued due to grant-funded activity, which is paid at time-and one-half. Any grant-funded work performed before or after an employee’s regular work shift will not be considered continuous service for the purposes of compensation.
* Off Duty
	+ Whenever an off-duty officer initiates law enforcement action, the officer reverts to on-duty status and is compensated at time and one-half for the exact amount of time worked, , if an employee’s involvement in an off-duty incident exceeds twelve (12) hours, the employee will be compensated at double time their regular rate of pay for any time exceeding twelve (12) hours.
	+ Employees that are off-duty and who are contacted by phone by the City regarding a work-related issue, or by a prosecutor regarding testimony about events arising out of their employment, shall be compensated at time-and one-half the employee’s regular rate of pay for any phone call that exceeds ten minutes or more.
* 8 minutes
	+ The regular workday shall consist of eight (8) consecutive hours. The City shall maintain the present practice of permitting employees not less than eight (8) minutes prior to the end of their tour of duty to file reports, and to clean and store equipment.
* Early Reporting Time:
	+ The fifteen (15) minute daily early reporting period shall remain in effect. Employees shall be compensated at the rate of time-and one-half (1-1/2) for the early report period when worked
	+ The regular average annual workweek shall consist of thirty-seven and one-half (37-1/2) hours, exclusive of the fifteen (15) minute early report requirement.
* Phone calls while off duty
	+ if contacted by phone by the City regarding a work related issue, or by a prosecutor regarding testimony about events arising out of their employment, shall be compensated at time-and one-half (1-1/2) of the employee’s rate of pay for any phone call that exceeds ten (10) minutes or more.
* Emergency Call Back
	+ if cancelled prior to arrival, 2 hours of pay or compensatory time at the employee’s discretion at the rate of one and one-half (1 ½) times the employee’s regular rate of pay.
	+ if a cancellation occurs within twenty (20) minutes of the initial emergency call, the employee will not be compensated.
* Longevity
	+ 3% beginning of the 5th year of continuous employment.
	+ Additional 3% (total of 6%) – 10th year of continuous employment.
	+ Additional 2% (total of 8%) – 14th year of continuous employment.
	+ Additional 1% (total of 9%) – 16th year of continuous employment.
	+ Additional 1% (total of 10%) – 18th year of continuous employment.
	+ Additional 1% (total of 11%) – 20th year of continuous employment.
	+ Additional 1% (total of 12%) – 25th year of continuous employment.
* Voluntary Grant or Special Duty
	+ not subject to continuous service pay even if the start time of these assignments begins less than 59 minutes of when the employee’s regular duty shift ends.
* Assigned to fill a position in a higher rank classification in an acting capacity
	+ entitled to the salary of that office, but not less than fifteen dollars ($15.00) per shift.
* Officer in Charge
	+ When a sergeant works a minimum of one (1) hour or more as an Acting Officer-In-Charge - $2.25 per hour for all time worked in such capacity.
* When performing the duties of Field Training Officers or assigned to pre-hire candidate ride-a-longs
	+ 1 hour of straight pay for each eight (8) hours that a Field Training Officer has a probationary officer.
* Detective Training or Investigator Training
	+ 1 day off, with pay, for each of the designated Field Training Evaluation Periods
* Field Training Supervisors
	+ 1 day off with pay for each of the designated Field Training Periods - 1 additional eight (8) hour day of pay at straight time for monitoring and completing all necessary paperwork for all (regardless of how many) probationary officers, functioning in a solo patrol capacity, are assigned to them.
* Special Events Team (S.E.T.) members, when activated in the S.E.T. capacity
	+ will receive one half hour of straight pay for each S.E.T. deployment of up to four (4) hours. Deployments in excess of four (4) hours will receive an additional one half hour of straight pay. Total compensation shall not exceed one hour of straight time pay.
* All members will receive $750.00 on each tenth (10th) anniversary of employment.
* All members will receive “Briefing Time” when attending training:
	+ At MPD facilities; and
	+ Conducted by MPD
	+ The parties understand the employee must be at the work/training location a quarter to the hour or half hour in order to be fully compensated for Briefing Time.
	+ Members do not receive “Briefing Time” for training that is away from MPD facilities and not conducted by MPD staff. However, if those hours exceed eight (8) hours, employees will be compensated with MPPOA Earned Time.
* Respiratory Questionnaire:
	+ Some members of the bargaining unit will be required by the City to go to a respiratory questionnaire follow up medical appointment. This appointment will be scheduled during the member’s normal duty hours. If a member wishes to attend the appointment outside of their normal duty hours, the time (approximately one half hour) will be compensated on a “straight time” basis as time off taken at a time in the future that is mutually agreeable to both parties.
* MPPOA members placed on “stand-by” status
	+ Compensated at a rate of one (1) hour regular pay for each eight (8) hours required to be on “stand-by.” If a member is not recalled to duty, the member shall receive, at a minimum, one (1) hour of compensation for each period of “stand-by” status unless that period exceeds eight (8) hours. In the event a member is relieved from “stand-by” status without being recalled to duty, the member shall receive, at a minimum, one (1) hour of pay.
* In the event that a member is recalled to duty from “stand-by” status
	+ 1 hour of pay for the “stand-by” time and then receive their normal rate of pay for call back under current MPPOA contract language.
* MPPOA Activities
	+ President of the Police Union recommends hourly rate of pay for voluntary Special Duty (services required by city permits for special events)
	+ 6 Union reps get paid regular salary while negotiating contract during the regular work day.
	+ MPPOA Board members may conduct MPPOA business during duty hours if approached by members for the time necessary to inform the board member of an issue and give immediate attention to the matter if needed.
	+ President of the Union gets paid to attend city meetings scheduled for on-duty hours if approved by the city
	+ 2 Union grievance representatives can process grievances during regular working hours if can be accommodated and commanding officer is notified
* Mounted Patrol
	+ Mounted patrol officers may occasionally need to perform non-law enforcement work-related duties (such as veterinary visits) outside of their regular work hours. Mounted patrol officers may accrue earned time off on an hour-for-hour basis to perform these tasks. The sergeant responsible for oversight of the Mounted Patrol Unit is also eligible to accrue earned time under this section.
	+ It is not expected that any work-related training of the horses will take place outside of the mounted officers’ regular duty hours. It is expected and required that MPD will ensure that any work-related training will be during the officers’ normal duty hours.
* Canine Handlers
	+ The regular workday for canine handlers will consist of seven and one-half hours. The handler will be compensated for eight (8) hours of work – the additional one-half hour of pay is compensation to the canine handler for homecare of their canine.
	+ The canine handler will be allowed eight (8) minutes at the end of the seven and one-half hour workday to change clothes and store equipment. Any work beyond the seven and one-half hour period will be compensated at the rate of time-and one-half. Any work beyond eleven and one-half consecutive work hours will be compensated at the rate of double-time.
	+ Canine handlers wishing to use vacation time, sick time, or compensatory leave time, will use seven and one-half hours of the appropriate leave time per workday taken off. The handler will be compensated for eight (8) hours of work – the additional one-half hour of pay is compensation to the canine handler for homecare of their canine.
	+ Each canine handler will receive one (1) administrative leave day per calendar month. Administrative leave days may not be converted to cash.
	+ Canine handlers may occasionally need to perform non-law enforcement work related duties (such as veterinary visits) outside of their regular work hours. Canine handlers may accrue earned time off on an hour-for-hour basis to perform these tasks.
* Education and Incentive Program and Pay Plan (see Appendix A of MPPOA contract)
	+ All commissioned personnel through the rank of Sergeant will be eligible for incentive pay after forty-two (42) months of service
	+ Incentive pay will be provided as a percentage above the basic salary (not including longevity) for each individual eligible.
	+ The basis for qualifying for incentive pay shall include both formal education and qualifying specialized training.
	+ 
	+ Points are awarded as follows:
		- Seventy points for an Associate Degree.
		- One point for each approved semester hour credit obtained, either in residence or by correspondence, in a college, technical institute, or other institution of higher learning.
		- One point for each full year of service in the department, to be given on each officer’s anniversary date, with no further breakdown being made.
		- 1/16 of a point for each class hour at approved seminars, short courses, etc., conducted by state, federal, or other training agencies, outside the in-service training programs of the departments.

**Vacation Time**

* Vacation leave shall accrue at the rate of:
	+ 10 workdays after one full year of continuous service
	+ 12-1/2 workdays per year after 3 years of permanent continuous service
	+ 15 workdays per year after 7 years of permanent, continuous full time service
	+ 17-1/2 workdays per year after 11 years of permanent, continuous full time service
	+ 20 workdays per year after 15 years of permanent continuous full time service
	+ 25 workdays per year after 19 years of permanent continuous full time service.
	+ 27 workdays per year after 27 years of permanent continuous full-time service. (

**Sick Leave**

* 1/2 day per biweekly pay period of service, but shall not exceed thirteen (13) days earned in any calendar year.
* Credits may be accumulated to a total not to exceed 150 days
* During the original employment probationary period, permanent fulltime employees may draw in advance on the six (6) days sick leave credits, which may be earned in the probationary period, provided such unearned leave shall be repaid to the City if the employee's service is terminated prior to the completion of the probationary period.
* Employees earning sick leave in excess of 150 days shall receive a 100% cash sum equivalent to the employee's regular salary for any unused excess days. Payment is to be made on the pay day immediately preceding December 15th.
* Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee.

**Holidays**

* Permanent full-time employees
	+ New Year's Day
	+ Martin Luther King, Jr. Day
	+ Easter Sunday
	+ Memorial Day
	+ Independence Day
	+ Labor Day
	+ Thanksgiving Day
	+ Day after Thanksgiving
	+ Christmas Day
	+ Four Floating Holidays
* Employees have the option of taking cash for the floating holiday
* In the event that any of the designated holidays fall on an off-duty day, the employee shall be granted a day off at a time which is agreeable to the employee and the supervisor, or at the option of the employee, be granted payment equal to one day pay at his/her regular rate of pay.
* Employees shall receive eight (8) hours compensatory leave credit for December 24 and December 31. Such compensatory leave time shall be taken off at a mutually agreeable time or paid in cash at the option of the City.

**Bereavement Leave**

* Permanent full time employees shall be allowed up to three (3) workdays leave with pay in the event of the death of an immediate family member.
* In the event of the death of a member of the employee's family, other than those set forth in paragraph 1 of this section, leave may be granted at the discretion of the Police Chief and Human Resources Director and such leave shall be charged against the compensatory time balance of the employee. In the absence of compensatory time, the leave may be charged to accrued sick leave. In the event that the employee’s compensatory time, vacation, and sick leave balances are exhausted, the Chief of Police or his/her designee may authorize up to three (3) days of vacation leave use from the vacation leave to be earned by the employee the following year and which would create a negative vacation leave balance until the end of the year.

**Military Leave**

* Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed three (3) weeks or a period of fifteen (15) workdays in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.
* Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed three (3) weeks or a period of fifteen (15) workdays in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.
* Employees granted military leave shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the City, in an amount equal to the difference.

**Jury Service**

* Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as a juror and shall be eligible for reimbursement of lost salary where the fee paid for such jury service, exclusive of transportation expenses and meals is less than the salary paid by the City to such employee, for a comparable period of time, the City shall reimburse the employee for the loss occasioned by such difference.

**Leave without Pay**

* Chief can grant up to 12 working days. Longer than 12 days take written approval of the Human Resource Director.

**Disability Leave of Absence**

* For disability not connected to duty – up to 6 months. City will continue contribution towards health insurance premiums.

**Exigent Personal Leave:**

* Union members can use up to 4 exigent personal eave days per year, regardless of staffing levels, except for “blackout” dates” or holidays. They must use 12 hours (with some exceptions) of accrued vacation, MPPOA earned time, comp time or any combination for each 8 hour day taken off. They may not use sick time for this time. Blackout dates are Mifflin Street Block Party, Rhythm & Booms or equivalent Independence Day celebration, Freakfest Weekend and New Year’s Eve.

**MPPOA Earned Time or Special Straigh Time Compensation**

* Earned for:
	+ Meetings, Community Events, Administrative Tasks outside member’s normal hours or days of work unless the tasks qualify for overtime.
	+ Canine Handloer/Mounted Patrol for veterinary visist, public demonstrations/appearance. Include the sergeant.
	+ Honor Guard activities approved by the chief or designee
	+ Safety Education – chaproneing annual trip to Washington D.C. for Safety Patrol
	+ Specialized units (SWAT, SET, Honor Guard, etc) multi-day training that exceeds 8 hours will result in early release on last day or MPPOA Earned Time
* Can be used for
	+ Training
		- Voluntary training that exceeds 8 hour work day
		- Travel time outside Dane County that exceeds 8 hours work day
* Limitations:
	+ Must be approved by supervisor
	+ Can’t earn more than 8 hours in a work period
	+ Balance may not exceed 20 hours
	+ Cannot be converted to cash
	+ Can’t be paid at retirements, resignation or end of employment

**Paid Parental Leave**

* Per city policy.

**Reimbursements**

* Tuition
	+ Tuition reimbursements for all eligible members of the bargaining unit will be the prevailing per credit hour charges levied by the following institutions: University of Wisconsin-Madison, Edgewood College, Upper Iowa University, Concordia College, Bellevue University, Herzing College and Madison Area Technical College. In the event a unit member desires to attend any accredited (through a recognized accreditor by the US Department of Education) institution not set forth in the above list, tuition reimbursement for approved courses taken shall be at the discretion of the Police Chief. Reimbursement rates will be established annually using the prevailing rates for per credit hour charges in effect on January 1.
	+ Tuition reimbursement for any college credits associated with a Master’s Degree will not be allowed except if approved by the Police Chief and in a related field. - - - If any employee, who has received reimbursement of educational expenses, leaves the department in less than five (5) years of service, following receipt of such reimbursement, the employee will reimburse the City for the total amount of educational reimbursement that they have received. This shall not apply to employees who leave the department because they are eligible for Wisconsin Retirement Fund annuities, Social Security benefits, or other public employment fund annuities. It shall also not apply for employees who have received approval for educational expenses through the end of December, 1998.
* Mounted Patrol
	+ Full-time mounted officers, the City will pay for board (not to exceed $250 per month), farrier (not to exceed $50 per month), routine vet care (not to exceed $450 annually) and other maintenance costs as approved by the Mounted Patrol supervisor
	+ Part-time mounted officers, the City will pay for partial board (not to exceed $90 per month), partial farrier expenses (not to exceed $250 per month), partial routine vet care (not to exceed $150 per year) and other maintenance costs approved by the Mounted Patrol supervisor.
	+ In the event that an officer-owned horse is injured or killed while on duty or being transported to/from a duty assignment, the City will provide reimbursement as specified in the insurance contract between the City and the horse owner.
* Canine Handlers
	+ All costs associated with maintaining a Police Canine Unit, including equipment, food, veterinary costs, kennel costs, certification, licensing, training and insurance coverage, will be funded.
	+ If a canine handler is off work on pre-approved leave and unable to care for the canine, or is otherwise temporarily unable to care for the canine, the handler may:
		- Arrange for care of the canine at the handler’s expense. The handler will continue to be compensated as otherwise provided for in this section during this period; or
		- Arrange for the canine to be kenneled at City expense. The handler will not be compensated for homecare during this period, and will be required to use eight (8) hours of leave time per workday taken off (notwithstanding item 3 of this section).
	+ The handler will be provided with an appropriately equipped vehicle that is personally assigned to the handler, and that the handler may take home.
	+ When the canine is retired (at the end of its effective working life, as determined by the Chief, or his/her designee), the City must offer the canine to its handler for $1. If an officer ceases to be a canine handler (voluntary or otherwise) during the effective working life of the canine, the Chief, or his/her designee, will determine the disposition of the canine. MPD employees that take ownership of retired canines may accept donated goods and services that are being offered to active MPD canine officers for their retired home.

**Uniforms and Equipment**

* The City shall provide the original complete uniform and equipment, with the exception of the duty handgun(s), to all new employees
* The City also shall provide all necessary or uniform equipment as determined by the Chief, for employees assigned to specialized units, including, but not limited to the Emergency Response Team, Special Events Team, Honor Guard, Arson Unit, Motorcycle Unit and Canine Services Unit.
* These items will remain the property of the City for the first five (5) years of employment.
* Items obtained through the employee’s uniform and equipment account shall remain the property of the individual employee.
* The City shall provide all appropriate safety/protective equipment (as determined by the Chief) for employees to perform their duties, consistent with other provisions of this agreement.
* The City shall contribute 100% of the annual uniform expense of any member required to wear a uniform in their primary duty assignment, not to exceed $500 per year. Individual employee accounts may be accumulated over a period of three (3) years, but shall not exceed a maximum accumulation of $1,000.
* The City shall replace each employee's uniform item or other piece(s) of equipment damaged as a result of the performance of his/her duty.
* The repair or replacement of work related equipment not issued by the Department, that is damaged as a result of the performance of his/her duty, will occur at the sole discretion of the City on a case by case basis.
* Department approved personally owned firearms that are damaged or destroyed while on duty may be repaired or replaced at the sole discretion of the City on a case by case basis.
* A member may utilize uniform account funds to purchase stock replacement parts for their personally owned duty or handgun or rifle. The member may not use uniform account funds for the repair of rifle or handgun modifications made using aftermarket parts (E.g., rifle optics). A member must repair those items using their own “out of pocket” funds.
* All worn out or lost uniform and equipment items shall be paid for out of the employee’s uniform and equipment account.
* Any member not required to wear a uniform by virtue of their primary assignment, shall receive a clothing allowance of sixty five dollars ($65) per month.
* Approved equipment items for all employees shall include, but not be limited to, items routinely used in the course of duty including duty belt, ammunition pouches, and other gear designed to carry equipment on the duty belt, handcuffs, baton, flashlights, equipment bag, duty handgun accessories (magazines, speed loader and repair parts), and practice ammunition sold through the front counter.
* The City shall provide a subsidy of $750.00 for bullet-proof vests for all bargaining unit members whose vests require replacement due to normal wear and tear in 2018. Beginning Jan. 1 of 2019, this amount shall increase annual by twenty-five dollars ($25) to a maximum subsidy of $850.00. This subsidy does not apply to heavy body armor purchased voluntarily by officers. The difference between the cost of the vest and this subsidy can be taken from the uniform account by the employee when adequate funds are available.

**Paid Lunch Hour**

* First Detail Detectives shall be assigned to an eight (8) hour day, which includes a paid lunch period

**Training**

* Members of the Honor Guard shall be permitted and scheduled for two (2) full days of on-duty training per calendar year
* All Honor Guard members will serve in an on-duty status while participating in, and traveling to and from, approved Honor Guard services and trainings.

**Flexible Schedule**

* First Detail Detectives will have up to one (1) hour in such daily work schedule may be made without the notice requirements set forth in paragraph IX, C. of the Contract, pertaining to changes in work schedules.
* Training - Travel time to destinations outside of Dane County will be compensated on an hour-for-hour basis (earned time only), which must be taken off within the employee’s established work period.

**Retirement**

* Sick leave - Employees who retire or who are disabled and who are eligible to receive Social Security benefits or Wisconsin Retirement Fund annuities or other public employment fund annuities shall receive the cash equivalent of up to one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed 163 working days' compensation computed at the prevailing rate plus any longevity pay and educational incentive pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund Board.

**Health Insurance**

* **During Employment**
	+ For the calendar years 2018-2021, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage, a dollar amount equal to 100% of the of the appropriate premium rate of the lowest bidder among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area. Employees will be responsible for any premium costs in excess of this 100% amount, as determined by ETF. Employees who are less than full-time will pay a prorated premium based on their FTE. These premiums are taken from pre-tax dollars in most cases. Alternative and/or additional health care providers may be offered only if the two parties agree. Beginning December, 2021, for coverage beginning January 1, 2022, the City will pay 88% of the average for Dane County Tier 1 service providers (maximum employer share). If the City selects single provider health care coverage, the City’s portion of the monthly premium for such coverage will revert to 100% of the cost of the monthly premium.
		- This provision shall:
			* Survive the expiration date of this agreement;
			* Represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement; and
			* Serve as the basis for the negotiation of a successor collective bargaining agreement, if any.
	+ The City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to ninety percent (90%) of the appropriate premium rate of the lowest bidder among the health care providers offered in the Wisconsin Public Employer’s Group Health Insurance program’s Dane County service area for employees, between the ages of fifty (50) and fifty-four (54), who select to retire and are eligible for Wisconsin Retirement fund benefits. Such contributions shall be discontinued when an employee reaches the age of fifty-five (55).
	+ Current bargaining unit employees who wish to enroll in a plan offered by the Wisconsin Public Employers Group Health Plan and who are required to enroll in the Group’s “Standard Plan” for a specific period in order to obtain coverage shall have the full cost of a single coverage plan paid by the City during that period. Contributions by and on behalf of employees affected by this plan shall revert to the provisions set forth in Paragraph 1 above (first bullet point in this section), during the next Dual Choice Enrollment.
	+ Registered Domestic Partners shall be covered for health insurance when any of the City’s insurance carriers provide for such coverage; however, that any employee who desires such coverage must enroll in a program which offers that benefit.
	+ The City shall reimburse employees for health insurance premiums paid for qualified domestic partners as noted on pages 41 -43 of the agreement.
	+ Payment will be made of a one-time reimbursement for the three-month premium gap prior to retirement that occurs when an employee decides to utilize the City health insurance program, but must pay the excess beyond 100% of the Standard Plan until they get to the Dual Plan State. Payment will follow retirement and will not exceed the actual dollars spent by the employee
* **Post Employment**
	+ The City will make a contribution each pay period into a Post Employment Health Plan (PEHP) for each eligible employee according to the schedule below. (NOTE: There was nothing “below”)
	+ Employees who meet the criteria to retire under the Wisconsin Retirement System (WRS) will, upon retirement, have one hundred percent (100%) of their unused sick leave accrual applied to the Post Employment Health Plan effective the 1st day of February, 2017.

**Dental Insurance**

* The City will make available a payroll deduction for dental insurance. The deducted amount will be for 100% of the premium as indicated by the provider. There will be no City contribution towards the premium.

**Life Insurance/Total Disability**

* Life and total disability insurance benefit for all commissioned members of the Police Department, equal to two year's pay in addition to Worker's Compensation benefits for any duty incurred death or total disability sufficient to cause the granting of pension.

**Wisconsin Retirement Fund**

* City pays employer required portion.

**Worker’s Compensation**

* Temporary total disability - employee shall continue to be paid by the City at 90% of the employee's wage rate but in no event at less than the employee's pre injury net regular rate of pay. Said pay shall include his/her Worker's Compensation benefit and shall continue for a period not to exceed one hundred eighty (180) working days or thirty-six (36) working weeks and during such period the employee is receiving full pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Contract, provided that no employee by reason of this paragraph shall receive pay for more than fifty-two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.

**Income Protection Plan**

* The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained.

**Supporting Services**

* **Electronic Locking Devices:** The City will provide in appropriate vehicles electronic locking devices to allow for the safe storage of weapons.
* **Stenographic Support:** The City, when possible and reasonable, will attempt to provide stenographic support for the Patrol and Traffic Teams on a twenty four (24) hour per day, seven (7) days per week basis.
* **Vehicle Allowance:** Employees who may on occasion be required by the City to use their own automobiles for City business shall be provided the IRS Rate, except for employees using their personal vehicle for attending specialized training who shall receive twenty-two (22) cents per mile.
* **Bus Pass:** The City will provide a free unlimited ride Madison Metro bus pass. Employees must show their City of Madison ID Cards at the City Treasurer’s Office, Room 107 in the City-County Building, to receive the bus pass. The bus pass is a calendar year pass in conjunction with active employment that must be renewed each year with eligibility.
* **Contract Printing:** The City shall provide for the typing and printing in book form of a sufficient number of copies of the Agreement that all members of the bargaining unit will receive a copy. The Union shall arrange for distribution of the copies. The City and the Union shall share equally the cost of typing and printing the copies of the contract.

**Attorney Fees**

* In the event an employee is proceeded against or is the defendant in an action or special proceeding in his/her official capacity, or arising out of his/her employment by the City, the City agrees to pay all reasonable attorney's fees except in the event the action or special proceeding is brought by the City against the employee, and provided, however, in any event, the City Attorney shall determine whether legal counsel shall be furnished to such employee by the City Attorney or his/her designee.
* In the event an action or special proceeding is prosecuted by a third party before the Police and Fire Commission, the City agrees to pay reasonable attorneys' fees provided the employee is found by the Police and Fire Commission to have acted within the scope of his/her employment and the employee is exonerated by the Police and Fire Commission of all charges or the charges are otherwise dismissed or withdrawn.

**Compensatory Damages**

* For intentional torts the City agrees to pay up to $5,000 each person and $25,000 each incident for compensatory damages which an employee may become legally obligated to pay because of personal injury, bodily injury and/ or property damage committed within the scope of his/her employment, for which such employee may be held liable to the party injured in an action at law, suit inequity, or other property proceeding for redress.

**Management Practices**

* Hours of work shall not be adjusted if the avoidance of overtime is the one and only purpose for such an adjustment.
* Closed and competitive positions include the following positions, which will have assignment periods of four (4) years with the Chief’s option to extend said assignment for a maximum period of one (1) year or when no other employee with the necessary qualifications applies for the position. In the event no other employee applies for any of the listed positions, the Chief has the discretion to extend the employee currently in the position on an annual basis.

a. CIS Officer

b. CIS Sergeant

c. Education Resources Officer

d. Crime Prevention/Crime Stoppers Officer

e. Gang Unit Officer

f. Safety Education Officer

g. Traffic Crash Investigation Specialist

h. Neighborhood Police Officer

i. Neighborhood Resource Officer

j. Mental Health Officer

k. Task Force Uniform Officer

l. Task Force Detective

m. Task Force Sergeant

* Other closed and competitive assignments include the following positions, which may have additional selection criteria as well as assignment periods determined by the City:

a. Canine Officer

b. Mounted Officer

c. Canine/Mounted Sergeant

d. Training Officer/Sergeant

e. Task Force Undercover Officer

f. Professional Standards and Internal Affairs Sergeant

g. Lead Traffic Specialist (1)

h. Lead TEST Motorcycle Officer (1)

* It is agreed by the parties that the Memorandum of Understanding titled “2016/2017 MPPOA Promotional Process for Investigators, Detectives and Sergeants” will outline the promotional process to be followed for the MPPOA membership. This MOU will remain in effect until it is superseded by a new MOU agreed upon by both parties.
* The Chief of Police or his/her designated representative shall have the right to discipline for just cause. Written notice shall be provided to the affected employee(s) at the time the disciplinary action is taken. This notice shall include the reason(s) for such action and the penalty to be imposed. Probationary employees shall not have the right to appeal through the grievance procedure any disciplinary actions or discharge occurring during the first eighteen (18) months of their employment.

**Other City Costs**

* City staff time is spend collecting dues
* Time spend processing grievances
* Time spent negotiating contract
* Half the costs of an arbitrator’s and stenographer’s (if requested) services
* Administering Wisconsin Retirement Fund payroll deductions

**AMPS (Association of Madison Police Supervisors)**

[Agreement, 2018-2021 pdf](https://www.cityofmadison.com/human-resources/documents/contracts/AMPS2018.pdf)

Covers positions

* Lieutenant
* Captain
* Assistant Chief
* Deputy Chief
* Interim Chief

**City can**

* determine the number of personnel to be employed. (page 4)
* establish, expand, transfer, consolidate or terminate functions, programs and operations. (Page 4)
* transfer any governmental operation to another unit of government. Such transfer shall not require any prior negotiations or the consent of the Association; and furthermore, upon transfer, all agreements are terminated including this Contract as pertains to personnel of the department affected by the transfer. (page 4)
* change insurance carriers and/or administrators (page 7)

**Residency**

* Residency requirements shall not apply to Lieutenants, but will apply to Captains and Assistant Chiefs.
* Captains and Assistant Chiefs are required to live within fifteen (15) miles from the jurisdictional boundary or will forfeit 1% of their next longevity raise with a maximum forfeiture of 1% (one percent).
* Any newly appointed Captain or Assistant Chief shall have two (2) years beyond their appointment date to move within fifteen (15) miles from the jurisdictional boundary or will forfeit 1% (one percent) of their next longevity raise.
* AMPS members residing within fifteen (15) miles from the jurisdictional boundary are only permitted to take assigned police vehicles home upon approval of the Chief of Police.

**AMPS Activities**

* Three (3) representatives from the Association shall be paid regular salary for time spent in negotiations, which are held during regular working hours. No payment will be made for negotiating time outside the representatives’ normal workdays. (page 2)
* Association representatives may be granted time off without pay to attend City meetings pertaining to the welfare of members of the Association with the approval of the Chief of Police or his/her designated representative. The number of representatives shall be limited to four (4) and 24 hours advance notice shall be given to the Chief of Police. (page 3)
* Designated representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the working day for a reasonable length of time providing that permission is first secured from the Chief of Police or his/her designated representative.
* The Employer agrees to deduct from the wages of any employee, who is a member of the Association, all Association membership dues and initiation fees uniformly required
* The City shall recognize two Association grievance representatives. The employee and/or Association grievance representatives shall be allowed a reasonable amount of time without loss of pay if it is necessary to investigate and present a grievance to the City during their regular working hours, provided the Police Chief approves the absence from work and provided the departmental operational functions can accommodate a temporary diversion from a work assignment to foster overall work harmony. (page 4)
* Grievance arbitrator - The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the Employer and the Association provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. (page 6)

**Health Insurance**

* For calendar years 2018 - 2021, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 100% of appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employer’s Group Health Insurance program’s Dane County service area. Employees will be responsible for any premium costs in excess of this 100% amount, as determined by ETF. Employees who are less than full-time will pay a prorated premium based on their FTE. These premiums are taken from pre-tax dollars in most cases. Beginning December, 2021, for coverage beginning January 1, 2022, the City will pay 88% of the average for Dane County Tier 1 service providers (maximum employer share). If the City selects single provider health care coverage, the City’s portion of the monthly premium for such coverage will revert to 100% of the cost of the monthly premium. (page 6)
* The City shall continue health premium contributions during disability leave of absence not to exceed six (6) months. The City’s contribution will be discontinued if the employee retires during this period. (page 7)
* The City will contribute an amount not to exceed that amount set forth in Paragraph 1 above, toward the monthly premium for family coverage or the monthly premium for single coverage for an employee who elects to retire and is eligible for Wisconsin Retirement Fund benefits between the age of fifty (50) and the normal retirement age. Such contributions shall be discontinued when an employee reaches the age of fifty five (55). The City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to ninety percent (90%) of the appropriate premium rates of the lowest bidder among the health care providers offered in the Wisconsin Public Employer’s Group Health Insurance program’s Dane County service area plans. Such contributions shall be discontinued when an employee reaches the age of fifty-five (55). Beginning December, 2021, for coverage beginning January 1, 2022, the City will pay 88% of the average for Dane County Tier 1 service providers (maximum employer share). If the City selects single provider health care coverage, the City’s portion of the monthly premium for such coverage will revert to 90% of the cost of the monthly premium. (page 7))
* For calendar years 2018-2021, retired employees may, at their option, continue to participate in the health insurance plan referenced above. However, premiums for such insurance must be paid for by the retiree except as provided in paragraph 4 above (page 7)
* Registered Domestic Partners shall be covered for health insurance when any of the City’s insurance carriers provide for such coverage provided; however, that any employee who desires such coverage must enroll in a program which offers that benefit. (page 7)
* Domestic Partner Health Insurance: The City shall provide stipends to employees for health insurance premiums paid for qualified domestic partners on the following basis (page 9)
* Payment will be made of one-time reimbursement for the three-month premium gap prior to retirement that occurs when an employee decides to utilize the City health insurance program, but must pay the excess beyond 100% of the Standard Plan until they get to the Dual Plan State. Payment will follow retirement and will not exceed the actual dollars spent by the employee. (page 7)
* Employees who have spouses or registered domestic partners who are employed by the City shall not be allowed to maintain two (2) family coverage health insurance plans unless it can be shown that an otherwise eligible family member would not be covered or would not have access to a specialist without the dual coverage. Employees may continue to maintain individual single coverage plans or a single coverage plan and a family plan. (page 7)

**Life and Total Disability Insurance:**

* The City agrees to provide a life and total disability insurance benefit for all commissioned members of the Police Department, equal to two years pay in addition to Worker’s Compensation benefits. The City shall pay such individual employee premiums required for the purposes of such insurance. Payment under the terms of the insurance shall be made in case of duty incurred death or total disability sufficient to cause the granting of pension under the respective pension programs. (page 8)

**Worker’s Compensation:**

* In the event an employee covered by the terms of this Agreement is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at ninety percent (90%) of the same rate on the same basis as he was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he/she was paid prior to such injury. Regular rate of pay is defined as the base rate, as shown in Article XXVI plus applicable longevity pay. Said pay shall include his/her Worker’s Compensation benefit and shall continue for a period not to exceed one hundred eighty (180) working days or thirty six (36) working weeks and during such period the employee is receiving pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Agreement, provided that no employee by reason of this paragraph shall receive pay for more than fifty two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work. (page 8)

**Income Protection:**

* The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained. The schedule of share of premium costs in place for AMPS employees will be equivalent to those for General Municipal Employees. (page 8)

**Sick leave**

* shall be earned at the rate of one-half (1/2) day per biweekly pay period of service. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in provision 6 of this section. (page 10 – 11)

**Lieutenant Additional Pay**

* Lieutenants with the following assignments shall be paid $25 per pay period: Task Force, Forensics Services, Traffic and Emergency Management, Investigative Services, Personnel, Professional Standards & Internal Affairs, Day Shift OIC, Special Events, PM Shift OIC. (page 21)

Attorney’s fees

* In the event an employee is proceeded against or is the defendant in an action or special proceeding in his/her official capacity, or arising out of his/her employment by the City, the City agrees to pay all reasonable attorney’s fees except in the event the action or special proceedings is brought by the City against the employee, and provided, however, in any event, the City Attorney shall determine whether legal counsel shall be furnished to such employee by the City Attorney or his/her designee.
* In the event an action or special proceeding is prosecuted by a third party before the Police and Fire Commission, the City agrees to pay reasonable attorneys’ fees provided the employee was acting within the scope of his/her employment and the employee is exonerated by the Police and Fire Commission of all charges or the charges are otherwise dismissed or withdrawn.

**Compensatory Damages**

* For intentional torts the Employer agrees to pay up to $5,000 each person and $25,000 each incident for compensatory damages which an employee may become legally obligated to pay because of personal injury, bodily injury and /or property damage committed within the scope of his/her employment, for which such employee may be held liable to the party injured in an action at law, suit inequity, or other property proceeding for redress.

**Wages**

* There shall be a 2% increase to base wages effective the last pay period of December 2018; a 2.5% increase to base wages effective the pay period including July 1, 2019; a 3.25% increase the first pay period of 2020; and a 3.75% wage increase effective the first pay period of 2021.
* Columns 1 through 5 designate the steps through each salary range. The normal progression through salary ranges shall be as follows:
	+ 1 - starting
	+ 2 - after 6 months
	+ 3 – after 18 months
	+ 4 – After 30 months
	+ 5 – after 42 months



**Former employees who are subpoenaed or required to appear to give testimony in civil or criminal judicial proceedings about events arising from their employment, or who are required to appear to prepare for such testimony**

* Shall be compensated at the rate of time-and one-half (1-1/2) the employee's regular rate of pay, but not less than three (3) hours of pay. The rate of pay is to be determined by the salary schedule in effect at the time of the employee's retirement.

**During those times when a Captain of Police is absent from duty for a period of sixteen (16) consecutive calendar days or more or is otherwise unavailable to fulfill his/her daily responsibilities**

* A Lieutenant who is assigned to the District or Section will be designated as Acting Captain in the District or Section. The Lieutenant so designated will be compensated during the time served as Acting Captain at the rate of $2.00 an hour above other compensation received for the period. The City has the right to designate the Lieutenant to be Acting Captain without regard to seniority.

**Overtime**

* Compensation for overtime shall be paid at straight time for Lieutenants and Captains, unless the Chief of Police or his/her designee declares an emergency. Should such be the case, all members of the bargaining unit shall be paid at time and one-half for all services performed in an overtime capacity during said period.
* AMPS members are entitled to time-and-one-half compensation for overtime when any of the following exists:
	+ The Chief of Police or his/her designee declares an emergency;
	+ The AMPS member is working an event where police services are paid by an outside entity (Madison Marathon, Opera in the Park, etc);
	+ The AMPS member is working a special duty assignment where the special duty employer agreed to pay overtime;
	+ The AMPS member is working grant-funded assignment (provided that time-and-one-half compensation is allowed by the grant under the circumstances). Any grant-funded work performed before or after an employee’s regular work shift will not be considered continuous service for the purposes of compensation;
	+ The AMPS member is working one of the following events, including rain days: Mifflin Street Block Party (or comparable event ), Rhythm and Booms (or comparable Independence Day celebration ), Halloween event.
	+ The AMPS member is a member of SWAT or SET, and is supervising SWAT or SET personnel in an incident or event requiring a full SWAT or SET activation when such services are performed in an overtime capacity during said period.
	+ The AMPS member is a member of SWAT or SET and is supervising SWAT or SET personnel in an incident or event requiring a partial SWAT or SET activation when such services are performed in an overtime capacity during said period and upon approval of such overtime by the Chief of Police or his/her designee.
	+ The AMPS member is actively supervising a homicide or traffic fatality during the first 24 hours of the investigation when such services are performed in an overtime capacity during said period.
	+ The AMPS member is actively supervising a major investigation or significant crime, as approved by the Chief of Police or his/her designee, during the first 24 hours of the investigation when such services are performed in an overtime capacity during said period.
	+ The AMPS member is working a Downtown Safety Initiative (DSI) assignment in an overtime capacity, with approval of the Chief of Police or designee. Employees working this initiative shall also receive a $5.00 per hour added shift differential
* AMPS members working under the above circumstances shall be paid at the rate of two (2) times the regular rate of pay for each continuous hour in excess of twelve (12) consecutive hours.

**A declaration of emergency**

* shall exist whenever a situation (i.e. natural disaster, riot, and or civil unrest, crowd control, plane crash, and/or other significant event, crime, or other act of violence which represents serious potential harm to the residents of Madison) occurs which threatens public safety.

**District Detective Lieutenants**

* will be assigned by the Department to be on ‘on-call duty’ as District Duty Lieutenant during non-working hours not to exceed 16 hours per day, Monday through Friday; and 8:00 a.m. until 8:00 a.m. on Saturday, Sunday, and holidays. Assignments to this on-call duty status will be rotating among the five District Detective Lieutenants and the

**Forensic Services Lieutenant.**

* Other AMPS members may fill in and cover on call duty if needed.

**Compensation will be at the rate of $1.28 per hour**

* for each assignment beginning with the wage increase in the final pay period of 2018. The rate shall be adjusted by the percentage of the determined wage increase on the determined date of the effective wage increase. Effective the pay period including July 1, 2019, this rate shall be $1.31; effective the first pay period of 2020 this rate shall be $1.35; effective the first pay period of 2021 this rate shall be 1.40. Employees assigned to this duty status shall be immediately accessible by telephone, radio, or pager and shall be available for immediate response by phone. The on-call lieutenant may be asked to report for duty if circumstances warrant. Assignment as the Detective Duty Lieutenant shall not count as hours worked, except as outlined in section 5 of this provision.

**Employees who qualify for overtime pay while on duty assignment**

* shall be compensated for such time pursuant to the applicable provisions of the MOU and shall not receive on-call duty pay for such period.

**Employees who are in on-call duty status, and who are contacted by phone**

* shall be compensated at the employee’s rate of pay for any time spent on the phone that exceeds ten (10) minutes.

Jury Duty

* Shall be eligible for reimbursement of lost salary, subject to the following terms and conditions: Where the fee paid for such jury service, exclusive of transportation expenses and meals is less than the salary paid by the City to such employee, for a comparable period of time, the City shall reimburse the employee for the loss occasioned by such difference

**Employees regularly assigned as day or pm OIC**

* shall be paid a shift differential of $54.18 per biweekly pay period. The rate shall be adjusted by the percentage of the wage increase in the final pay period of 2018, and thereafter shall be adjusted by the percentage of the determined wage increase on the determined date of the effective wage increase. Effective with the final pay period in 2018, this rate will increase to $55.26 per biweekly pay period. The rate effective the pay period including July 1, 2019, shall be $56.64. The rate effective the first pay period of 2020, shall be $58.48. The rate effective the first pay period of 2021 shall be $60.67.

**Employees regularly assigned to a shift falling between the hours of 9:45 p.m. and 6:45 a.m.**

* shall be paid a shift differential of $56.17 per biweekly pay period. The rate shall be adjusted by the percentage of the wage increase in the final pay period of 2018, and thereafter shall be adjusted by the percentage of the determined wage increase on the determined date of the effective wage increase. Effective with the final pay period in 2018, this rate will increase to $57.29 per biweekly pay period. The rate effective the pay period including July 1, 2019, shall be $58.72. The rate effective the first pay period of 2020 shall be $60.63. The rate effective the first pay period of 2021 shall be $62.90.

**AMPS members not otherwise covered by section A or B of this provision**

* shall be paid a shift differential of $52.64 per biweekly pay period. The rate shall be adjusted by the percentage of the wage increase in the final pay period of 2018, and thereafter shall be adjusted by the percentage of the determined wage increase on the determined date of the effective wage increase. Effective with the final pay period in 2018, this rate will increase to $53.69 per biweekly pay period. The rate effective the pay period including July 1, 2019, shall be $55.03. The rate effective the first pay period of 2020, shall be $56.82. The rate effective the first pay period of 2021 shall be $58.95.

**Employees with shifts starting work on Sundays**

* shall be paid an additional $1.25 per hour. Persons called to work on Sundays for other than a complete shift will also receive an additional $1.25 per hour. The rate shall be adjusted by the percentage of the wage increase in the final pay period of 2018, and thereafter shall be adjusted by the percentage of the determined wage increase on the determined date of the effective wage increase. Effective with the final pay period in 2018, this rate will increase to $1.28. The rate effective the pay period including July 1, 2019, shall be $1.31. The rate effective the first pay period of 2020, shall be $1.35. The rate effective the first pay period of 2021 shall be $1.40.

**Employees with shifts starting work on Saturdays**

* shall be paid an additional $.62 per hour. Persons called to work on Saturdays for other than a complete shift will also receive an additional $.65 per hour. The rate shall be adjusted by the percentage of the wage increase in the final pay period of 2016, and thereafter shall be adjusted by the percentage of the determined wage increase on the determined date of the effective wage increase. Effective with the final pay period in 2018, this rate will increase to $.66. The rate effective the pay period including July 1, 2019, shall be $.68. The rate effective the first pay period of 2020, shall be $.70. The rate effective the first pay period of 2021 shall be $.73.

**Employees assigned to the SWAT or CNT**

* shall receive an additional ten dollars ($10) per biweekly pay period when they are assigned as a member of SWAT or CNT for the entire pay period.

**Employees who retire or who become disabled**

* and who are also eligible to receive either Social Security benefits, Wisconsin Retirement Fund annuity payments or other publicly established retirement fund annuities shall receive the cash equivalent of 100% of their accumulated unused sick leave credits. If this amount is greater than $2,000.00, these funds will be placed into the City of Madison Post-Retirement Sick Leave Conversion Medical Reimbursement Plan and Trust, pursuant to the terms of the Plan, or the City of Madison Governmental 401(a) Special Pay Plan and Trust, pursuant to the terms of the Plan.
* Should the retired or disabled person expire prior to the exhaustion of the said escrow account, the remaining funds shall be utilized to pay the full premium of the surviving spouse, and eligible dependents, if any, in the hospital, surgical, and medical group plan in force for City employees until such funds are exhausted. When said funds are exhausted, the surviving spouse and/or eligible dependents shall retain the right to continue in the City’s group health plan; however, he/she shall be required to pay the full cost of the effective health coverage premium. (page 11)
* Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee. (page 11)

**Employees earning sick leave in excess of 150 days**

* shall receive a cash sum equivalent to the employee’s regular salary times 100% of any unused excess days, which payment is to be made on the payday immediately preceding December 15th

**Vacation leave shall accrue at the rate of:**

a. Ten (10) workdays after one full year of continuous service, or

b. Twelve and one-half (12-1/2) work days per year after completion of three (3) years of permanent continuous service, or,

c. Fifteen (15) workdays per year after completion of seven (7) years of permanent, continuous full-time service, or,

d. Seventeen and one-half (17-1/2) workdays per year after completion of eleven (11) years of permanent continuous full-time service, or,

e. Twenty (20) workdays per year after completion of fifteen (15) years of permanent continuous full-time service, or,

f. Twenty-five (25) workdays per year after completion of 19 years of permanent, continuous full-time service.

g. Twenty-seven (27) workdays per year after completion of twenty-seven (27) years of permanent continuous full-time service. (page 12-13)

**The Employee may elect to convert**

* up to fourteen (14) days of his/her annual vacation and up to four (4) floating holidays or a total of eighteen (18) days to an amount of cash equivalent to said time calculated on the regular earnings of said employee. Provided however, that under no circumstances shall such addition to the employee’s gross pay be included in calculating overtime rates or any other form of premium pay. (page 13)

**Comp time**

* This provision enables members of the Association to accrue 180 hours of compensatory time.

**Straight Time Election at age 47**

* Upon reaching the age of forty-seven (47), on a one-time basis, for three consecutive years, employees may work up to five (5) regularly scheduled days off at straight time. In exchange, that employee gives up the right to convert that same number of days worked from vacation to pay. (page 13)

**Holidays**

* The following days are established as paid holidays for permanent full time employees:
	+ New Year's Day
	+ Martin Luther King, Jr. Day
	+ Easter Sunday
	+ Memorial Day
	+ Independence Day
	+ Labor Day
	+ Thanksgiving Day
	+ Day after Thanksgiving
	+ Christmas Day
	+ Four Floating Holidays
* In the event that any of the designated holidays fall on an off duty day, the employee shall be granted a day off at a time which is agreeable to the employee and the supervisor, or at the option of the employee, be granted payment equal to one day pay at his/her regular rate of pay. (page 14)
* Employees performing authorized work on a day designated as a holiday by this Contract shall be compensated at a rate equal to two times the employee’s regular straight time for all hours worked. Such employees shall be afforded an opportunity to work a full shift.
* Employees performing authorized work on a day designated as a holiday by this Contract shall be granted a mutually agreeable day off as compensatory time, or at the employee’s option, a day’s pay at the regular straight time rate. (page 14)
* Employees shall receive eight (8) hours compensatory leave credit for December 24 and December 31. Such compensatory leave time shall be taken off at a mutually agreeable time or paid in cash at the option of the Employer. (page 14)

**Paid Parental Leave**

* will be provided in accordance with the City of Madison Paid Parental Leave policy. (page 15)

**Miliatry Duty**

* Employees granted leave shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the Employer, in an amount equal to the difference.

**Longevity Pay (page 15)**

* Three (3%) percent of the base pay at the beginning of the fifth (5) year of continuous employment.
* An additional 3% (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
* An additional 2% (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
* An additional 1% (total of 9%) of base pay at the beginning of the 16th year of continuous employment.
* An additional 1% (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.
* An additional 1% (total of 11%) of base pay beginning with the 20th year of continuous employment.
* An additional 1% (total of 12%) of base pay beginning with the 25th year of continuous employment.

**Uniform allowance**

* Subject to the rules of the Police Department, the City shall provide the original complete uniform and equipment, with the exception of the duty handgun, to all new employees. These items will remain the property of the city for the first five (5) years of employment. Items obtained through the uniform and equipment account shall be the property of the individual employee.
* The City shall contribute 100% of the annual uniform expense of any member required to wear a uniform not to exceed $500 per year unless approved by the Chief of Police. Individual employee accounts may be accumulated over a period of three (3) years, but shall not exceed a maximum accumulation of $1,000.
* The City shall replace each employee’s uniform articles damaged as a result of the performance of his/her duty. All worn out or lost uniform and equipment items shall be paid for out of the employee’s uniform and equipment account.
* In lieu of the uniform provisions provided by this Article, members may receive a clothing allowance of $65.00 per month.
* Beginning with the pay period that includes January 1, 2010, Association members who receive a clothing allowance defined in paragraph 4 of this provision, will have that allowance increased by $20.00 per month. Beginning with the pay period that includes January 1, 2010, Association members receiving a uniform allowance defined in paragraph 2 of this provision will receive a payment of $20.00/month.
* The City will pay for all necessary uniform equipment determined by the Chief to be necessary for SWAT, Arson Investigators, Honor Guard, etc.
* The City shall provide a subsidy of $750.00 for bullet-proof vests for all bargaining unit members whose vests require replacement due to normal wear and tear in 2018. Beginning Jan. 1 of 2019, this amount shall increase annual by twenty-five dollars ($25) to a maximum subsidy of $850.00. The difference between the cost of the vest and this subsidy can be taken by the employee from the uniform allowance. This subsidy does not apply to heavy body armor purchased voluntarily by members.
* All members with at least ten (10) years of service shall receive a $750 payment. Members will receive $750 on each tenth anniversary of employment.
* All members, when they reach the age of 40, may elect, on a one-time basis, to receive clothing allowance for up to three (3) consecutive years, in lieu of the Uniform and Equipment Account, provided they notify the employer in writing at least six (6) months prior to January 1st of the year they wish to elect this option. The dollar amount for this option will be the same as provided in A(4).

**The normal work day**

* shall consist of an eight (8) hour tour of duty and the normal average annual work week shall consist of thirty seven and one half (37-1/2) hours exclusive of the fifteen (15) minute early report requirement. The fifteen (15) minute early reporting period shall remain in effect at straight time for all members.

**8 minutes**

* The City shall maintain the present practice of permitting employees not less than eight (8) minutes prior to the end of their tour of duty to file reports and to clean and store equipment.

**Examples of when overtime compensation is appropriate include the following:**

1. Overtime hours worked at Special Events.

2. Overtime hours worked as a result of a necessary police action or in response to a critical incident, outside of the employee’s regular workday.

3. Work that is directed by a superior officer that causes the employee to work beyond the regular eight-hour day.

4. Work that is performed on holidays or paid leave days per existing agreement.

5. Overtime hours worked in response to a subpoena, when the scheduled appearance is outside of the employee’s scheduled work shift.

6. Overtime hours worked in conjunction with a grant where funds have been accepted and approved for overtime reimbursement.

7. Essential work that is time sensitive.

Earned Time

* Members may accrue up to 150 hours of earned time and may carry an earned time balance not to exceed this amount. Members may take earned time off with the approval of their immediate supervisor. Earned time off may be used the same as other forms of leave. For purpose of calculation, time earned and scheduled will not be considered in calculating the maximum accrual.

Call Back/Testimony

* Employees who, on an off-duty day or a vacation, are called back to duty or are ordered by the Employer or who are subpoenaed to testify about events resulting from their employment, shall be compensated for a minimum of three hours at straight time.
* Employees who, on a duty day, are called back to duty or are ordered by the Employer or who are subpoenaed to testify about events resulting from their employment, shall be compensated for a minimum of two hours at straight time, or to allow for two (2) hours of pay or Compensatory time (straight time) for court cancellations less than twenty-four (24) hours of a scheduled court appearance.
* Three hours of pay or compensatory time at the employee’s discretion at their regular rate of pay shall be paid to employees who are called back or ordered to work for Rhythm and Booms or comparable Independence Day Celebration if the Employer rescinds that order or call-back within twenty-four hours of the time they were ordered or called-back to work.

Retirement

* The City shall pay the employer required portion of the Wisconsin Employee Retirement Fund contributions, unless otherwise specifically prohibited from doing so by statute. Each employee will pay a portion of the contribution required by the Wisconsin Retirement System equal to that required by General Municipal Employees.
* Employees who elect to retire between December 20th and December 31st shall receive payment for all vacation that they are eligible to accrue in the following year if they notify the Chief of Police, in writing, of their intention to retire by October 1st of the year in which they intend to retire.
* Employees who intend to retire during the period from January 1st to March 31st will be required to notify the Chief of Police, in writing, of their intention to retire and indicate the date on which they intend to retire by October 1st of the previous year, to be eligible for full vacation credit as specified in Article XI(A)(8).

**Bus Pass**

* The City will provide a free unlimited ride Madison Metro bus pass. Employees must show their City of Madison ID Cards at the City Treasurer’s Office, Room 107 in the City-County Building, to receive the bus pass. The bus pass is a calendar year pass in conjunction with active employment that must be renewed each year with eligibility.

**Use of Private Vehicle**

* Employees who may on occasion be required by the City to use their own automobiles for City business shall be provided the IRS Rate, except for employees using their personal vehicle for attending specialized training who shall receive twenty-two (22) cents per mile.

**SET**

* Special Events Team (S.E.T.): Special Events Team (S.E.T.) members, when activated in the S.E.T. capacity, will receive one half hour of straight pay for each S.E.T. deployment of up to four (4) hours. Deployments in excess of four (4) hours will receive an additional one half hour of straight pay. Total compensation shall not exceed one hour of straight time pay.
* Stand-By Compensation: Members placed on “stand-by” status shall be compensated at a rate of one (1) hour regular pay for each eight (8) hours required to be on “stand-by.” If a member is not recalled to duty, the member shall receive at minimum, one (1) hour of compensation for each period of “stand-by” status unless that period exceeds eight (8) hours. In the event a member is relieved from “stand-by” status without being recalled to duty, the member shall receive, at minimum, one (1) hour of pay.