

AGREEMENT BETWEEN
THE
TOWN OF MADISON
AND THE
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
OF THE
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
TOWN OF MADISON PROFESSIONAL POLICE ASSOCIATION
2006-2008

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT.....	3
ASSOCIATION REPRESENTATION (ARTICLE XXII).....	18
COOPERATION (ARTICLE III)	3
EDUCATIONAL INCENTIVE PROGRAM (ARTICLE XVIII).....	17
FAIR SHARE (ARTICLE V)	4
FUNERAL LEAVE AND JURY DUTY (ARTICLE XVI).....	15
GRIEVANCE PROCEDURE AND ARBITRATION (ARTICLE VII).....	5
HOLIDAYS (ARTICLE XI).....	11
HOURS OF EMPLOYMENT AND WAGES (ARTICLE VIII).....	6
INSURANCE (ARTICLE XIII).....	13
INTENT AND PURPOSE (ARTICLE I).....	3
K-9 OFFICER (ARTICLE X).....	9
LEAVE OF ABSENCE (ARTICLE XIX).....	18
LONGEVITY BONUS (ARTICLE XIV).....	14
MANAGEMENT RIGHTS (ARTICLE II).....	3
NO STRIKE OR LOCKOUT (ARTICLE VI).....	4
PART-TIME AND TEMPORARY EMPLOYEES (ARTICLE XX).....	18
RECOGNITION (ARTICLE IV).....	3
SENIORITY (ARTICLE XVII).....	16
SEPARABILITY (ARTICLE XXIII).....	19
SICK LEAVE (ARTICLE XV).....	14

TERMINATION (ARTICLE XXIV).....	19
UNIFORM AND EQUIPMENT ALLOWANCE (ARTICLE IX).....	9
VACATIONS (ARTICLE XII).....	12
WAGE RATES (APPENDIX A).....	20, 21
WISCONSIN RETIREMENT SYSTEM (ARTICLE XXI).....	18

AGREEMENT

THIS AGREEMENT, made and entered into at the Town of Madison, Wisconsin, by and between the Town of Madison, a municipal corporation, as municipal Employer, and representatives of employees who are employed by the Town of Madison in the Police Department.

ARTICLE I - INTENT AND PURPOSE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage, and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the Town's affairs, and to promote and protect the interests of the general public and the residents of the Town of Madison,

NOW, THEREFORE, be it mutually agreed as follows:

ARTICLE II - MANAGEMENT RIGHTS

The Association recognizes the Town of Madison as having the right to plan, direct, and control the operation of the work force; to hire, lay off; to discipline, suspend or discharge for just cause; to promote or demote; to establish and enforce reasonable rules of conduct, work and safety; to change, modify, or terminate methods, procedures and controls for the performance of work, to abolish jobs where no longer needed, and to determine and enforce reasonable minimum standards of performance; and to take whatever action that may be necessary to carry out the functions of the Town in situations of an emergency nature.

ARTICLE III - COOPERATION

The Association agrees for its members that they will individually and collectively perform loyal and efficient work and service; that they will use their influence and best effort to protect the people and property in and of the Town of Madison; and that they will cooperate in improving and expanding the welfare of the Town of Madison.

ARTICLE IV - RECOGNITION

The Town of Madison recognizes the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, Town of Madison Professional Police Association, Local 111, as the exclusive bargaining representative for all regular full-time and regular part-time employees in the Police Department having the power of arrest, which includes Police Officers and excludes all supervisory personnel, office and clerical employees, and all other municipal employees.

ARTICLE V - FAIR SHARE

Section 1: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

Section 2: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally, and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

Section 3: The Employer agrees to deduct the amount of dues certified by the Association as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Association on or before the end of the month in which such deduction is made. In the event that an employee shall not have sufficient earnings due him during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld.

Section 4 - Liability: The Association shall indemnify and save the Town harmless against any and all claims, demands, suits or other form of liability which may arise out of any action taken or not taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE VI - NO STRIKE OR LOCKOUT

Section 1: The Town agrees that there shall be no lockout of its employees, and the Association agrees that neither it nor its members will cause, permit, or take part in any strike, work stoppage, or picketing. No employee shall participate in any work slowdown procedure in any form. Violation of any part of this Article shall constitute prima facie grounds for discharge.

Section 2: In the event of any violation of this Article, the Association, upon notice thereof given in writing by the Town, shall meet the following requirements:

(a) The Association shall, within four (4) hours after notice from the Town, publicly declare that such action is unauthorized, and shall, within four (4) hours after notice from the Town, order its members to return to work, notwithstanding the existence of any wildcat picket line.

(b) The Association shall not question the unqualified right of the Town to discipline or discharge employees engaging in, participating in, or encouraging such unauthorized strike action, except that any issue of fact as to participation shall be subject to the grievance procedure.

ARTICLE VII - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - Grievance: A grievance is defined to be a controversy between the Association and the Town or between any employee or employees as to:

(a) A matter involving the interpretation of this Agreement;

(b) Any matter involving an alleged violation of this Agreement in which an employee or group of employees maintains that any of their rights or privileges have been impaired in violation of this Agreement.

Section 2: In the event that the controversy is over a discharge or other discipline taken against an employee, the grievance procedure shall not apply and Section 62.13 of the Wisconsin Statutes shall be followed.

Section 3 - Procedure: Grievances shall be in writing and shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

Step 1: The employee and/or the steward shall reduce the grievance to writing and shall provide the grievance to the employee's most immediate supervisor outside of the bargaining unit within five (5) days of the time that the person knew or ought to have known of the occurrence causing the grievance. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within five (5) days.

Step 2: The grievance shall be considered settled in Step 1 unless within five (5) days after the supervisor's answer is due, the grievance is presented in writing to the department head. The department head shall respond to the grievance in writing within fifteen (15) days.

Step 3: If the grievance is not settled at the second step, the association or employer may request one (1) mediation meeting before a mediator selected by the Wisconsin Employment Relations Commission, and thereafter, whether the mediation session is utilized or not, if the grievance is not settled, the association or employer may take the matter to arbitration as hereinafter provided. The Association shall have unilateral and complete authority to settle grievances at this step.

Section - 4 Arbitration:

(a) The grievance shall be considered settled in Step 3 above unless within ten (10) days after the last response is received, or due, the dissatisfied party (either party) shall request in writing to the other that the dispute be submitted to an impartial arbitrator.

(b) The impartial arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the arbitrator is not reached within fifteen (15) days after the date of the notice requesting arbitration, or if the parties do not agree upon a method of selecting an arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike names until one (1) remains, and the party requesting arbitration shall be the first to strike a name.

(c) The arbitrator in making his/her binding award shall have no power or jurisdiction to change, add to, or subtract from, or to modify or nullify any of the provisions of this Agreement for the purpose of a particular case.

(d) All costs of all arbitrations shall be borne equally by the Town and the Association, except that the cost of a reporter and one (1) original transcript of any proceeding before the arbitrator for which either party shall request a reporter, shall be paid by the party making the request. Such original transcript shall be for the use of the arbitrator and copies shall be supplied to either party upon request and the payment of the cost thereof. It is agreed that each party shall bear the cost of its own witnesses.

Section 5 - General Grievances: Town grievances or Association grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the third step of the procedure.

ARTICLE VIII - HOURS OF EMPLOYMENT AND WAGES

Section 1: The Police Chief, or a person designated by him/her, other than a bargaining unit member, shall prepare the schedule of hours to be worked. He/she shall establish the work period into which the shifts shall fit on a (6-3) schedule, but the schedule of an officer engaged in training programs may be modified. Off-day rotation for an officer engaged in training may be modified, without additional compensation, to correspond to the training schedule. Except as provided in Section 2 below, the Police Chief shall endeavor to schedule eight (8) hour (plus briefing time) shifts and provide for sixteen (16) hours (less briefing time) off between shifts.

Hours may be modified for the scheduling of recruit training. Hours may be modified for the scheduling of probationary officers who have not progressed to solo patrol in the department's Field Training and Evaluation Program.

The outgoing shift is responsible for briefing the incoming shift. When the incoming shift has been properly briefed the outgoing shift may be released from further duty; however, no additional compensation shall be paid unless said briefing requires more than fifteen (15) minutes. It is understood and agreed by the Town and the Association that proper and complete briefing is essential.

Section 2: The Police Chief may schedule two (2) swing shift shifts and will, insofar as is practicable, schedule pursuant to the rules set forth in Section 1 above.

Section 3: The Police Chief shall post the schedule one (1) month in advance. However, individual swing shift schedules may be changed on five (5) day notice where necessitated by unforeseen absences caused by sick leave, vacation and the like, or less than five (5) days if mutually agreed to between the Police Chief or his/her designee and the officer.

Section 4: The officers may be assigned to a (5-2) schedule on special assignments. Recognizing the need for flexibility, the detectives may also be assigned varying daily shifts; however, unless mutually agreed to, twenty-four (24) hours' notice shall be given in case of a shift change. It is not the intent of this language to diminish the (6-3) schedule for officers assigned to patrol duty.

Section 5: Employees shall be paid time and one-half (1 ½ %) under the following circumstances:

(a) When required to work on a day that has been scheduled as a day off.

(b) All hours outside the posted schedule, except routine preparation of reports and that time worked resulting from voluntary exchange of shift with another employee. Reports ordinarily will be done on an officer's regular tour of duty, unless directed by the Police Chief to be done on overtime if necessary.

(c) Any employee called back to work after he/she has completed his/her scheduled shift shall be given a minimum of two (2) hours pay at time and one-half (1 ½ %). The Town has the right to release an officer after being called in for duty if no immediate work assignments are pending.

Section 6: A minimum of three (3) hours to be paid at time and one-half (1 ½ %) will be paid for all court appearances, except those occurring during or contiguous to the full-time officer's regularly scheduled shift. Full-time officers shall receive three (3) hours to be paid at time and one-half (1 ½ %) when they are scheduled for a court appearance on their day off and are not notified of cancellation within twenty-four (24) hours of said scheduled appearance. Where an officer is requested to appear in court in any civil suit, the Police Chief may require that he/she be subpoenaed, and his/her fees for serving as a witness shall be paid into the department up to the amount that such officer receives as wages under this Section.

Part-time officers will be paid a minimum of three (3) hours straight-time pay for all court appearances, except those occurring during or contiguous to the officer's regularly scheduled shift. Where a part-time officer is requested to appear in court in any civil suit, the Police Chief may require that he/she be subpoenaed, and his/her fees for serving as a witness shall be paid into the department up to the amount that such officer receives as wages under this Section.

Section 7: In addition to their regular rate of pay, officers shall be paid as a shift premium, forty cents (\$.40) per hour extra for hours worked between the hours of 3:00 p.m. and 11:00 p.m., and forty-five cents (\$.45) per hour extra for hours worked between the hours of 11:00 p.m. and 7:00 a.m. This shift premium shall apply only to tours of duty worked between the specified hours; it will not be paid for special assignments, court appearances, etc.

Section 8: All required schooling and training sessions including firearms practice, shall be paid.

Section 9: Employees will be required to work overtime as the necessities of the Town demand. In the assignment of overtime, the wishes of the employee and his/her seniority shall be respected insofar as practical. An employee will not be subject to mandatory overtime on a day off, unless required by subpoena.

Section 10: Overtime shall not be paid for hours in excess of a normal day or hours worked outside of the normal schedule where the hours worked are for the convenience of any employee of the department, except as required by law, but any shift trading must be approved by the Police Chief or his/her designee in advance.

Section 11: The Employer shall pay the wage rates set forth in Appendix A attached hereto.

Section 12: In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off on a time and one-half (1 ½ %) basis for up to a maximum of ninety (90) overtime hours worked [i.e., one hundred thirty-five (135) straight-time hours] from January 1 to January 1 for each year. Any compensatory time not used or scheduled by December 1 shall be paid to the employee on his or her next regularly scheduled paycheck. No compensatory time may be earned during the month of December. All compensatory time off must have the approval of the Police Chief or his/her designee. Compensatory time will be granted only if no overtime will result in providing coverage for the employee. Part-time officers may be utilized for shift coverage to accomplish this without posting open shifts for overtime. Special circumstances will be reviewed on a case-by-case basis.

Section 13: The Employer will administratively provide an opportunity for full-time employees to collectively have first pick of not more than fifty percent (50%) of the overtime listed on the monthly posted schedule. This opportunity will be provided by giving regular full-time employees exclusive pick for the first five (5) days of posting.

Thereafter, the exclusive pick shall be accorded part-time employees for the balance of the posted schedule as per Procedure Number 14. It is understood and agreed that picking a scheduled overtime shift does not guarantee the overtime when circumstances change between the time of the pick and the time of the scheduled Shift.

Section 14: Field Training Officers assigned to the Field Training Unit shall be paid \$37.50 each pay period. Officers assigned to the Field Training Unit serve at the discretion of the Police Chief.

ARTICLE IX - UNIFORM AND EQUIPMENT ALLOWANCE

Section 1: All uniforms and equipment furnished shall be by voucher system and approved by the Police Chief. The Employer shall provide the initial uniform issue and the sum of fifty dollars (\$50.00) toward initial equipment. Each year after the first year of employment, each officer, including Detective, is granted a voucher credit of five-hundred twenty-five dollars (\$525.00) to purchase replacement uniform or equipment as needed and approved by the Police Chief. If the voucher credit is not fully needed and used in one year, any balance may be carried over and added on to the voucher credit for the successive year or years to be used as needed and as approved by the Police Chief. This provision shall not be interpreted to give the officer a cash benefit on termination of employment nor as payment for normally worn attire.

Section 2: Any equipment furnished by the Employer within six (6) months of termination of employment shall be returned to the Employer on termination. Terminating probationary employees will be required to return all vouchered clothing and equipment furnished by the Employer.

Section 3: Other equipment, not required but approved by the Police Chief, may be carried at the officer's expense.

Section 4: Officers may use their clothing allowance for any uniform, accessory or weapon currently approved for use. Any handgun(s) purchased with clothing allowance funds shall remain owned and in possession of the officer for a minimum of twelve (12) months from the date of purchase. Officers may purchase one (1) authorized handgun utilizing these funds every two (2) years. The officer must qualify with this handgun at least once.

ARTICLE X - K-9 OFFICER

Section 1: The officer(s) assigned to the K-9 Unit shall be assigned to the shift schedule based on department needs as determined by the Police Chief. The shift schedule may be modified without the K-9 Officer's approval during shift preference shift picks as defined under Article XVI, Section 5. The intent is to have the K-9 team scheduled for hours the K-9 is used most often or as needed. The K-9 handler understands that his/her schedule may vary or his/her regular schedule may be changed

(with at least 24 hours notice) to accommodate the needs of this position for K-9 related activities. It is not the intent to change the K-9 handler's hours solely to fill vacant shifts.

Section 2: The Town shall provide the following to the K-9 Officer(s):

- (a) All veterinary care for the dog owned by the Town of Madison and assigned to the K-9 Officer.
- (b) Necessary grooming supplies.
- (c) Appropriate food supplies.
- (d) Kenneling of the animal while the handler is out of town on vacation or other time off, not to exceed twenty-five (25) days per year. The Police Chief or designee may authorize additional days.
- (e) Necessary training equipment.
- (f) Approved training and socialization.

The Town shall be entitled to appropriate documentation and/or invoices for K-9 related expenses.

Section 3: The grooming, care and feeding of the animal shall be compensated activities. The K-9 handler will be compensated for 30 minutes per day at \$10.00 per hour. Training that is approved by the Police Chief or designee will be compensated at the K-9 handler's regular salary.

Section 4: The K-9 handler will be subject to call-in and would be compensated for the same under the terms of this Agreement. When the K-9 handler is requested to respond to a location during his/her off-duty hours and the K-9 handler responds he/she will be compensated according to this Agreement. The K-9 handler understands that he/she will be required to work the entire two (2) hours if requesting the two (2) hour call-in pay; but if by the K-9 handler's choice is able to leave prior to two (2) hours the K-9 handler will only be paid for time worked (from the time leaving the handler's residence).

Section 5: The K-9 handler(s) will be paid \$10.00 per month for department use of the K-9 handler(s) personal cell phone. If the K-9 handler does not own a cell phone, this payment will not be provided.

Section 6: The handler(s) will be provided with one (1) summer and one (1) winter "jumpsuit" for use in training and tracking activities. This jumpsuit will be replaced by the department if damaged in the line of duty.

Section 7: The vehicle provided for use by the K-9 handler(s) will be available to that officer on an ongoing basis. The vehicle would be available for off-duty use by the K-9 handler with the following provisions:

- (a) The dog assigned to the K-9 handler shall accompany the handler in the vehicle.
- (b) Driving to and from work.
- (c) Transportation of the dog to a veterinarian.
- (d) Transportation of the dog to approved related training.
- (e) During the K-9 handler's and K-9's working hours.
- (f) Any other transportation required by the department and as approved by the Police Chief or designee.
- (g) The squad will not be used for personal business.

Section 8: Home damage situations and liability for same will be handled on a case-by-case basis.

ARTICLE XI - HOLIDAYS

Section 1: The following shall be considered holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Easter	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Two (2) Floating Holidays

Employees who have any of the above holidays off shall not be required to work on the holiday unless agreed to by the employee or in the event of an emergency. Employees who work any of the above days shall receive eight (8) hours pay at time and one-half (1 ½ %). Such pay shall be in addition to earning the holiday.

Section 2: All full-time employees shall receive a holiday benefit for each holiday of eight (8) hours at straight time or, if mutually agreed upon, eight (8) hours of compensatory time off; such pay or compensatory time off shall be in addition to the regular salary of the employee. If the time to be taken for the eight (8) hours of compensatory time off cannot be mutually agreed upon, payment for the holiday will be made in lieu of the compensatory time off. All permanent part-time employees working twenty (20) or more hours per week shall receive a pro rata holiday benefit based on the average number of hours worked per week compared to a full-time weekly schedule.

Section 3: To receive the holiday benefit, an employee must have worked, or be on an authorized leave with pay, the days preceding and the day following the holiday.

Section 4: If one (1) of the holidays falls in an employee's vacation period, he/she will, at the option of the employee, either be paid the holiday benefit or be given an additional day of leave to use as vacation.

Section 5: An employee must give at least five (5) days notice of his/her intention to take a floating holiday and must specify the date desired, and such date shall be mutually agreed upon.

ARTICLE XII - VACATIONS

Section 1: All full-time employees shall receive the following vacation:

After 1 year of continuous service - 2 weeks -- tour of duty
After 5 years of continuous service - 2 weeks, 2 days -- tour of duty
After 7 years of continuous service - 3 weeks -- tour of duty
After 12 years of continuous service - 3 weeks, 2 days -- tour of duty
After 15 years of continuous service - 4 weeks -- tour of duty
After 20 years of continuous service - 5 weeks --tour of duty

Section 2: Vacations are calculated on a calendar year basis. Vacation time earned in a given year must be taken during that calendar year, except for the first year of employment, and also, employees may carry over six (6) days vacation to take in the following year at the Police Chief's discretion. Vacation time earned during the first calendar year of employment shall be on a pro rata basis [one-twelfth (1/12) of the two (2) weeks vacation entitlement for each complete month worked].

Probationary employees do not earn vacation time until they have completed their probationary period. They shall be entitled, however, to take their vacation time after the first six (6) months of their probationary period has been successfully completed.

On January 1 of the calendar year following the employee's starting date of employment, or the completion of the first six (6) months of their probationary period, whichever is later, the employee is entitled to take two (2) weeks vacation. In all successive years of employment the employees are entitled to take their vacation time as of January 1.

During a calendar year in which the employee will be qualifying for an extra week of vacation, the employee will receive the full extra week notwithstanding their anniversary date of employment.

Section 3: Employees shall be paid for unused vacation under the following conditions:

(a) Death or retirement.

(b) If the employee is denied because of legitimate workload reasons from using it.

Section 4: Where an employee is entitled to six (6) days (for employees on a 6-3 schedule) or five (5) days (for employees on a 5-2 schedule) or more of vacation, such vacation shall be taken at least one (1) block of six (6) or five (5) days scheduled sixty (60) days in advance with the approval of the Police Chief or his/her designee. Vacations not taken in blocks of at least six (6) days or five (5) days may be taken on five (5) days notice with approval of the Police Chief or his/her designee.

Section 5: The Police Chief may install a system for posting choice of vacation time involving blocks of six (6) or more days (for employees on a 6-3 schedule) or five (5) or more days (for employees on a 5-2 schedule), and any conflict of scheduling shall be resolved in favor of seniority; but after selection there shall be no right of bumping. For the purposes of this Section, seniority shall be defined simply as length of continuous service for the Town of Madison Police Department.

Section 6: All permanent part-time employees working twenty (20) or more hours per week shall receive a pro rata vacation benefit based on the average number of hours worked per week compared to a full-time weekly schedule.

Section 7: Except as otherwise provided in Section 3, upon their termination of employment, an employee's vacation will be prorated [one-twelfth (1/12) for each complete month worked in the calendar year of termination] for any vacation due. If the employee has borrowed vacation time, he or she will reimburse the Employer on the same pro rata basis.

ARTICLE XIII - INSURANCE

Section 1: The employer shall provide either the Physician's Plus Insurance Plan or the Dean Care HMO Insurance Plan, or their equivalent, for all bargaining unit employees. The Employer shall maintain the present group life insurance program, or its equivalent. The Employer will contribute one hundred percent (100%) per participating employee of the cost of the single health insurance coverage and ninety percent (90%) per participating employee of the cost of the family health insurance coverage toward the total cost of participating employee. Effective January 1, 2007, the Employer will contribute ninety percent (90%) per participating employee of the cost of both family and single health insurance coverage toward the total cost of participating employee.

Effective January 1, 2007 or anytime thereafter, the Employer may, at its discretion, provide the Physician's Plus Insurance Plan and the Dean Care HMO Insurance Plan or their equivalent which includes a ten dollar (\$10.00) office co-pay component for the employee and any other individual(s) covered by the employee's family plan who have attained eighteen (18) years of age.

Section 2: The Town will make a lump sum payment of three hundred fifty dollars (\$350.00) per year to each employee who chooses not to be covered under either health insurance plan for an entire calendar year. This benefit will be paid to eligible employees in March of the following year.

Section 3: The Town will administer a group dental insurance plan for interested employees and will deduct the premiums from the employee's paycheck upon receipt of a written authorization to do so. The employee is responsible for one hundred percent (100%) of the premium for either a single or family plan.

Section 4: The Town will implement an IRC Section 125 plan for eligible employees.

ARTICLE XIV - LONGEVITY BONUS

Longevity pay is calculated on December 1 of each year and paid in December. After having completed three (3) full years of continuous service, the employee shall be paid a bonus payment of ninety dollars (\$90.00) for the third year and each year thereafter the bonus payment shall be increased twenty-five dollars (\$30.00) per year, through a maximum continuous service of twenty-five (25) years.

ARTICLE XV - SICK LEAVE

Section 1: Eligibility for sick leave shall begin after the completion of six (6) months of actual service, but accumulation shall be retroactive to the time of employment.

Section 2: Sick leave shall be granted at the rate of 3.69 hours per pay period and may be accumulated to an unlimited amount. However, a maximum of one hundred twenty-six (126) working days shall apply to all payments under Section 4 hereof. The Town will allow employees to convert the lump-sum accumulated sick leave payout to health insurance premium payments at a rate of sixty-six percent (66%) of one hundred twenty six (126) days. Any balance payable to the employee's estate.

Section 3: Sick leave shall be used only for bona fide illness or accident of the employee. Where the bona fide illness of an employee's immediate family requires his/her presence, sick leave may be utilized.

Section 4: Sick leave shall automatically terminate on the employee's termination of employment except in case of retirement or death, in which event the employee or his/her estate shall be reimbursed for sixty-six percent (66%) of the accumulated sick leave in thirty-six (36) equal monthly installments.

Section 5: The Employer may at any time require medical proof of disability and any employee found guilty of willful misuse of sick leave or falsely reporting sickness may be disciplined by suspension without pay or discharge.

Section 6: Sick leave may not be utilized where the absence is covered by Worker's Compensation benefits and any sickness and accident benefits received through the Employer's insurance plans shall be deducted from the amount of sick leave entitlement; provided that if an employee is off on an occupational injury, compensated by Worker's Compensation Insurance for seven (7) days or less, the Town will pay to the employee compensation for the first three (3) days of that absence at the appropriate Worker's Compensation rate (i.e., that which is paid pursuant to Wisconsin Statutes 102.43).

Section 7: Where the employee has been on sick leave and the Employer is concerned about his or her ability to return to work and properly handle his or her regular duties and responsibilities because of the sickness which required the sick leave, the Employer may, at its expense and within ten (10) days of the employee's desire to return, have him/her examined by the Employer's choice of medical doctor who shall file a written report with the Employer and Association within five (5) days covering the concern of the Employer.

If there is disagreement between the employee's doctor and the Employer's doctor; then the employee shall within ten (10) days submit to examination by a third medical doctor designated jointly by the Association and the Employer, and the majority of the medical opinion shall control. The expense of the joint medical examination shall be borne one-half (1/2) by the Employer and one-half (1/2) by the Association.

The same procedure will be utilized where the Employer believes the employee is able to return to work, but the employee's medical doctor has a differing opinion.

ARTICLE XVI - FUNERAL LEAVE AND JURY DUTY

Section 1: Funeral leave with pay is granted up to three (3) days for an employee who actually attends the funeral of spouse, mother, father, son, daughter, step-children, brother or sister, and any person residing in the employee's household and their dependents. One (1) day will be granted for attending the funeral of mother-in-law, father-in-law, brother-in-law, sister-in-law, or employees and spouse's grandparents and grandchildren. Special circumstances may extend the leave with the approval of the department head.

Section 2: An employee who is necessarily absent because of jury duty will be paid for his/her necessary absence in the amount by which the regular rate of pay exceeds the civil pay allowed for such duty. The employee will receive his/her regular pay but shall be required to pay the Employer the civil pay allowed by the County for such duty less the amount allowed for travel.

If upon or after reporting for jury duty, the employee is released from jury duty for that day at a time that is part of his/her regularly scheduled shift, he/she shall report for work to finish out the work shift. "Released" from jury duty means released for the rest of the day after reporting and does not necessarily mean release of the jury panel.

ARTICLE XVII - SENIORITY

Section 1: Seniority is defined as the length of continuous service for the Town of Madison Police Department.

Section 2: All newly hired employees shall be considered probationary for any initial recruit and/or field training period plus an additional twelve (12) months of solo patrol, not to exceed a total of eighteen (18) months. On the completion of the probationary period his/her seniority shall date back to the beginning of employment. Such employee may be disciplined or discharged without recourse to arbitration during the probationary period. The parties agree that the probationary period is intended to provide the Department with a full twelve months to evaluate employees' work performance and, therefore, the Department reserves the right to extend employees' probationary periods to offset leave time taken.

Section 3: Whenever it becomes necessary to lay off employees, the employee with the least seniority shall be laid off, providing the remaining employees are capable of performing the work; recall shall be in the reverse order with the same condition attached.

Section 4: Whenever there is a permanent job opening in the bargaining unit, the Employer shall post it for seven (7) days, outlining the qualification standards and nature of work to be performed. The Employer may test (written, oral or both) the applicants applying for the job and shall select the most qualified to perform the work. Preference will be given seniority, all other things being equal. All persons promoted will serve a six (6) month probationary period in the new position. In the event the employee does not satisfactorily complete the probationary period, he/she shall be returned to his/her former position.

Section 5: Seniority shall apply to shift preference, but such preference may be exercised only on January 1 and July 1 of any calendar year. However, shift alignment may be modified by the Police Chief under the following circumstances:

(a) When switch of shift is mutually agreed.

(b) To provide a new employee during the probationary period with varied training and association and to provide opportunity for his/her evaluation by the Police Chief. The probationary employee that has not advanced to solo patrol shall not be included in calculating minimum staffing levels.

Regardless of seniority, an officer filling the part-time, rotating detective position does not have shift preference over the officer holding the full-time detective position.

Section 6: Where a member of the bargaining unit is promoted to a supervisory position outside the bargaining unit, such as Sergeant, Lieutenant or Police Chief, his or her seniority in the bargaining unit shall accumulate for a period of six (6) months and shall demise at the end of the six (6) month period.

Section 7: Leave of absence necessitated by non-job-related injury or illness shall not result in loss of seniority; but where an employee is absent from bargaining unit work for a period of two (2) years for any reason, he or she shall lose all seniority and shall be considered to have quit.

Section 8: An employee may choose to waive his/her right to seniority for call-in (i.e., sick out on a shift, etc.). The waiver form shall be filled out by the employee per quarter and submitted to his/her supervisor.

ARTICLE XVIII - EDUCATIONAL INCENTIVE PROGRAM

Section 1: Continuing Education - Upon completion of the employee's probationary period, the employee shall be eligible to request reimbursement for approved course work subject to the following conditions:

- (a) Approval must be obtained from the Police Chief prior to enrollment in the course.
- (b) Courses must qualify for credit toward a degree in police science, criminal justice or related degree at an accredited college or university.
- (c) Reimbursement shall be made within thirty (30) calendar days of satisfactory completion, proof of which may be required. Satisfactory completion requires a grade of "B" or better or its equivalent.
- (d) Maximum reimbursement is \$1,200.00 per calendar year per officer and may be applied to tuition, required books or course materials. There is no carryover from one calendar year to another.
- (e) Course work shall not interfere with the employee's normal work schedule.

Section 2: On or before September 1st of each year, any employee intending to take courses during the succeeding calendar year shall, for budgeting purposes, advise the Town of the name of any educational institution the employee intends to attend in the next calendar year, along with the number of credits the employee intends to take. Failure of the employee to provide this information on or before September 1st shall result in no reimbursement for the succeeding calendar year.

ARTICLE XIX - LEAVE OF ABSENCE

Section 1: Providing suitable replacement personnel are available, an employee may be granted a leave of absence without pay.

Section 2: Required leave without pay for military duty shall be granted as a matter of course, and shall not be required to be taken as vacation. Such leave shall not be considered an interruption of continuous service.

ARTICLE XX - PART-TIME AND TEMPORARY EMPLOYEES

Section 1: The Employer shall have the right to employ regular part-time employees who may be used as extras or in filling out coverage for work schedules; likewise, the Employer may employ up to two (2) temporary full-time employees to fill in for absences from duty, excluding the first two (2) days of absence for sickness. But this provision shall not be used to reduce the number of regular full-time employees, and no part-time or temporary employees shall be scheduled for overtime unless all regular full-time employees are on overtime or prefer not to work overtime.

Section 2: The fringe benefits enumerated herein and seniority shall not inure to the benefit of part-time or temporary employees working less than twenty (20) hours per week, or to other part-time or temporary employees except for holiday and vacation pro rata benefits.

ARTICLE XXI - WISCONSIN RETIREMENT SYSTEM

The Employer will pay one hundred percent (100%) of the employee's cost of the Wisconsin Retirement System.

ARTICLE XXII - ASSOCIATION REPRESENTATION

Section 1: The Association shall select one (1) steward from the Association members and notify the Employer. The steward's duties shall be limited to and not exceed investigation and presentation of grievances and transmission of written messages authorized by the Association.

Section 2: The steward shall be permitted reasonable time to investigate and present grievances without loss of time, but wherever practicable, grievance investigation shall be made during off hours.

Section 3: The Business Representative of the Association shall have reasonable access to the employees during working hours, provided such access does not interrupt the work of the employees. Whenever possible, the Business Representative shall notify the Police Chief in advance of visitation.

Section 4: The Employer will provide a place for the posting of notices of Association meetings and the like at a place where employees are stationed, but any literature posted shall not be derogatory to the Town or its citizens.

ARTICLE XXIII - SEPARABILITY

It is the intention of the parties that the provisions of this Agreement and the responsibilities of the parties in its administration shall in all respects comply with the law. The provisions herein are deemed to be separable to the extent that if and when a court or governmental agency of competent jurisdiction adjudges any provisions of this Agreement to be in conflict with any law, rule or regulation thereunder, such decision shall not affect the validity of the remaining portion of this Agreement, but such remaining provisions shall continue in full force and effect.

In the event any part of this Agreement is declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision so invalidated.


ARTICLE XXIV - TERMINATION

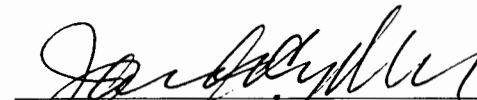
This agreement shall become effective as of January 1, 2006, and shall remain in full force and effect until and including December 31, 2008, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to July 1, 2008, or at any 1st of July on any effective year thereafter.

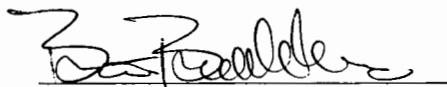
Dated at Madison, Wisconsin this day 19th of February 2007.

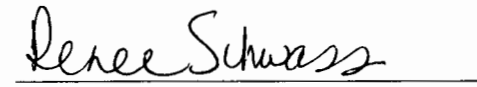
FOR THE UNION:

FOR THE TOWN OF MADISON:


Michael Goetz *WPPA Business Agent* 02-19-07


James A. Campbell, Town Chair


Burt Boldebeck


~~Donna L. Meier~~, Town Clerk
Renee Schwass

APPENDIX A

MONTHLY PAY RATE

POSITION: POLICE OFFICER

January 1, 2006

Starting:	\$3,327.42
1 Year:	\$3,546.27
2 Years:	\$3,870.20
4 Years:	\$4,133.70
8 Years:	\$4,247.66

January 1, 2007

Starting:	\$3,460.52
1 Year:	\$3,688.12
2 Years:	\$4,025.01
4 Years:	\$4,299.05
8 Years:	\$4,417.57

January 1, 2008

Starting:	\$3,564.34
1 Year:	\$3,798.76
2 Years:	\$4,145.76
4 Years:	\$4,428.02
8 Years:	\$4,550.10

For purposes of computing hourly rates that are to be used for computing overtime payments, the monthly pay rate shall be divided by 162.5 hours.

POSITION: DETECTIVE

January 1, 2006

Starting:	\$3,557.77
1 Year:	\$3,796.80
2 Years:	\$4,140.91
4 Years:	\$4,377.04
8 Years:	\$4,542.82

January 1, 2007

Starting:	\$3,700.08
1 Year:	\$3,948.67
2 Years:	\$4,306.55
4 Years:	\$4,552.12
8 Years:	\$4,724.53

January 1, 2008

Starting:	\$3,811.08
1 Year:	\$4,067.13
2 Years:	\$4,435.75
4 Years:	\$4,688.68
8 Years:	\$4,866.27

For purposes of computing hourly rates that are to be used for computing overtime payments, the monthly pay rate shall be divided by 162.5 hours.