

**AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
ASSOCIATION OF MADISON POLICE SUPERVISORS**

**FOR THE PERIOD
JANUARY 1, 2018 TO DECEMBER 31, 2021**

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ARTICLE I PREAMBLE AND STATEMENT OF PURPOSE

This Agreement made and entered into by and between the City of Madison (hereinafter referred to as the Employer) and the Association of Madison Police Supervisors (hereinafter referred to as the Association). The intent and purpose of this Agreement is to:

- A. Provide an orderly procedure for the resolution of disputes concerning this Agreement's interpretation and/or implementation; and
- B. To set forth herein the full and complete understanding of the parties concerning rates of pay, hours and other conditions of employment for the duration of the Agreement.

ARTICLE II RECOGNITION

The City recognizes the Association as the exclusive bargaining representative for the position classifications of Lieutenant, Captain, Assistant Chief and Deputy Chief. The City and AMPS recognize this agreement as one pursuant to sec. 111.70(8)(b), Wis. Stats., and the parties intend to continue the relationship pursuant to that law and this agreement beyond the term of the agreement, as allowed by law.

ARTICLE III CONSIDERATION

- A. The Ordinances and Resolutions of the City of Madison so far as applicable are made a part of this Agreement with the same force and effect as though more fully set forth. The material covered by this Agreement shall prevail but where any item not so covered shall be in question, the Madison General Ordinances and Resolutions shall be the controlling authority.
- B. The following Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE IV ASSOCIATION ACTIVITIES

- A. 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.
- B. The names of the duly chosen representatives of the bargaining unit shall be submitted to the Director of Labor Relations and Chief of Police sufficiently in advance of regularly scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the Department.

- C. 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.
- D. No Association member or officer shall conduct Association business on City time except as specified in this Agreement or as authorized by the Chief of Police, except that 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 Association shall furnish the Chief of Police with a list of designated representatives.
- E. No Association meeting shall be held on City time.
- F. Bulletin Boards: The City shall provide bulletin board space for Association use in the Day Room. Material posted thereon shall be the responsibility of the Association and shall relate only to Association meetings, elections, social events, reports of Committees or the Association Board of Directors and decisions affecting the Association or employees in the bargaining unit.

Material placed on the bulletin board shall not contain anything political or controversial, or anything reflecting upon the City, any of its employees or officers or any labor organization among its employees, and no material, notices or announcements that violate the provisions of this section shall be posted.

G. Dues Deductions: 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, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Contract and may only be revoked upon thirty (30) days written notice. If the Employer is prohibited from collecting dues by State Statute, dues collection will be the responsibility of the Association. If either the City or Union receive notice from an employee revoking consent for dues deduction, such notice will be forwarded to the other party within two weeks of receipt of the notice.

The termination notice must be given both to the Employer and to the Association. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

ARTICLE V MANAGEMENT RIGHTS

- A. The rights and responsibilities of the Employer shall include, but are not limited to, the following:
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 Section 62.13, Wis. Stats.
 3. To determine work standards; the quality and quantity of work performed by employees.
 4. To establish departmental policies, rules, regulations and procedures.
 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 Association; 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.
- B. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer. The Employer and Chief of Police shall retain all rights and authority to which by law they are entitled.

ARTICLE VI GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute or disagreement as to the interpretation and application of any provision(s) specifically expressed in this Agreement.
- B. All grievances must be filed within thirty (30) calendar days of knowledge of the circumstances giving rise to the grievance but in no event later than ninety (90) calendar days from the date of the occurrence or circumstances.
- C. 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.

- D. Items exempt from consideration for processing under this grievance procedure shall include, but not necessarily be limited to, the following: disciplinary actions; job classifications; promotional procedures; departmental operations, including orders given, response to such orders and the carrying out of required duties; all matters contained in 62.13, Wis. Stats.
- E. Procedure:
- Step One: An employee's grievance or those grievances submitted by the Association shall be made in writing to the Chief of Police or his/her designated representative. The written grievance shall set forth the nature of the grievance, the fact(s) upon which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Chief of Police shall submit a written reply giving the reasons for his/her determination to the employee and/or grievance representatives within ten (10) calendar days after receipt of the written grievance.
- Step Two: If both parties, having exhausted the grievance procedure herein, cannot settle a grievance, the Association may submit the issue(s) in dispute to an arbitrator by filing a request within ten (10) calendar days after the Police Chief's or his/her representative's Answer in Step One. A copy of said request shall be forwarded to the Director of Labor Relations. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) calendar days after referral of such matter to arbitration, then the parties shall request appointment of a panel of five (5) arbitrators, by the Wisconsin Employment Relations Commission, with the parties to alternately eliminate names, the party initiating the arbitration to eliminate first, until an arbitrator has been selected.
- F. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the employee and/or grievance representative involved in each step.
- G. Duties of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Association and shall have no authority to make a decision on any other issue so submitted to him. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning and application of the express terms of this Agreement. The decision of the arbitrator shall be final and binding on both the Employer and the Association. No award of any arbitrator may be retroactive for a period greater than thirty (30) calendar days prior to the presentation of the grievance at Step One.

- H. Fees and Expenses: 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.

ARTICLE VII PROHIBITION OF STRIKES

The Association shall neither cause nor counsel its members, nor any of them, to strike for any reason during the term of this Contract, nor shall it in any manner cause them directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the municipal Employer for any reason during the term of this Contract. The occurrence of any such acts or actions prohibited in this section by the Association shall be deemed a violation of this Contract and shall render the Association subject to the penalties provided herein. In applying the provisions of this section, all of its terms used herein shall be given the meaning commonly understood in the community. The Association shall not be liable where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Association. However, whether or not the Association is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to penalties prescribed by law or departmental regulation.

Upon notification confirmed in writing by the City to the Association that certain of its members are engaged in a wildcat strike, the Association shall immediately order in writing such members to return to work immediately, provide the City with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Association shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the presentation of the City. In the event that a wildcat strike occurs, the Association agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue such orders and/or take such action shall be considered in determining whether or not the Association caused or authorized, directly, or indirectly, the strike.

ARTICLE VIII INSURANCE

A. Health Insurance:

1. 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.

2. The City shall retain the right to change insurance carriers and/or administrators.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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. The City will make no representation as to benefits provided or premium rates. The Association and employees will be bound by all other legal and plan requirements of the provider. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
- F. Domestic Partner Health Insurance: The City shall provide stipends to employees for health insurance premiums paid for qualified domestic partners on the following basis:
1. To qualify for stipends for health insurance premiums paid by a domestic partner, the employee and partner shall be:
 - a. In a relationship of mutual support, caring and commitment and intend to remain in such a relationship in the immediate future; and
 - b. Not related by blood closer than would bar marriage in the State of Wisconsin; and
 - c. Not married or legally separated and if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and

- d. Neither domestic partner is currently registered in a domestic partnership with a different domestic partner and, if either partner has previously been registered as a domestic partner in a domestic partnership, at least six (6) months have elapsed since the effective date of termination of that registration; and
- e. Eighteen (18) years of age or older; and
- f. Competent to contract; and
- g. Occupying the same dwelling unit as a single, non-profit housekeeping unit, whose relationship is of permanent and distinct domestic character; and
- h. Not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
- i. Jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of:
 - 1) Designation of Domestic Partner as the primary beneficiary in either the employee's, or the employee's Domestic Partner's:
 - Will;
 - Life insurance policy; or
 - Retirement plan.

OR

- 2) Two (2) of the following:
 - Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills
 - Durable property or health care power of attorney
 - Joint ownership of motor vehicle
 - Joint checking account or joint credit account
2. Change in Domestic Partnership: The employee agrees to notify the City of Madison Human Resources Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Stipend Plan. If the Domestic Partner relationship terminates, a subsequent registration of Domestic Partnership can be filed six (6) months after a Termination of Domestic Partnership letter of the previous partnership has been submitted to the City of Madison Human Resources Department.
3. Acknowledgment: Employees applying for this benefit shall certify that:
 - a. Their domestic partner does not have access to any employer sponsored health insurance (i.e., where the Employer would pay at least fifty percent (50%) of the cost). Any such access must be reported immediately and will serve to negate their domestic partner's eligibility for this benefit.

- b. The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health insurance eligibility requirements or until alternative health insurance coverage is provided through the State of Wisconsin Insurance Board and that the percentage level of City contribution shall be consistent with that established for the employee.
 - c. The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the repayment of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
 - d. The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.
 - e. This registration affects only health insurance benefits. The sick leave, bereavement leave, and family leave benefits to City employees registered with the Human Resources Department remain the same and unaffected by this registration.
 - f. That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.
4. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 100% of the cost of the lowest family plan health insurance option and 100% of the cost of the lowest single plan health insurance option. Permanent part-time and hourly employees are eligible for this benefit based on the pro-rated share that the City pays for their health insurance. Reimbursements will be made on the City employee's payroll check and withholding will be taken for federal, FICA, Medicare and State tax purposes.

ARTICLE IX SICK LEAVE

- A. All permanent full time employees shall be eligible for sick leave benefits for absence necessitated by illness; bodily injury (when not a Worker's Compensation case); exposure to contagious disease (when confirmed by a physician); and serious illness in the immediate family of the employee.

The term "immediate family" shall be defined as the employee's, or the employee's spouse or designated family partner's (in accordance with reasonable rules and regulations adopted by the City for such designation of family partners, APM 2-14): Father, Mother, Father-in-law or Mother-in-law, Children, Step-Children, Foster-Children, Grandchildren, Grandparents, Great-grandparents, Brother, Sister, Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Step-brother, Step-sister, and Step-parents. All such leave shall be subject to the following terms and conditions:

1. Sick leave shall be earned at the rate of one-half (1/2) day per biweekly pay period of service.

2. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in provision 6 of this section.
3. In order to qualify for sick leave, an employee shall:
 - a. Notify his/her supervisor in advance of the absence.
 - b. Keep his/her supervisor informed of conditions and estimated day of return to work.
 - c. Submit a physician's certificate for such absence upon request of the City prior to return to duty, stating the nature of the illness or injury and whether or not the employee has been incapacitated for the period of the absence.
 - d. Apply for sick leave benefits in compliance with the rules of the Employer.
4. 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.
5. Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee.
6. 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.

ARTICLE X BEREAVEMENT LEAVE

- A. 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 as listed above in the "Sick Leave" section. Such leave is to be used within two (2) weeks of the qualifying death, funeral, or memorial service. Extensions to the two-week limitation may be approved after written request to the Chief of Police or his/her designee.
- B. In the event of the death of a member of the employee's family, other than those set forth in section A of this Article, leave may be granted at the discretion of the Police

Chief 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.

ARTICLE XI VACATION LEAVE

- A. Employees shall be granted vacation leave with pay during the calendar year subject to the following terms and conditions:
1. Vacation leave which is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived, except:
 - a. With the permission of the Chief of Police;
 - b. When an employee successfully completes the original employment six (6) months probationary period in December or within the first six (6) months of the calendar year.
 2. Vacation leave shall be accrued on the basis of continuous service, including periods of paid absence time. Authorized leave of absence without pay in excess of twelve (12) working days and periods of lay off shall not qualify as service time.
 3. Vacation leave schedules shall be developed by the Employer and all such leave shall be subject to the staffing requirements of the Employer.
 4. Initial vacation leave will be selected, on a seniority basis, in increments of a minimum of one (1) week by February 1st. For those employees entitled to more than one workweek vacation, subsequent vacation leaves may be taken in one hour increments. Vacation leave may, at the option of the employee begin on any day of the week. However, all vacation leave shall be subject to the staffing requirements of the Employer.
 5. 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.
- 6. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a calendar year may be taken during such year. However, should an employee's service be terminated prior to the end of the year, he shall reimburse the City for any unearned leave he has taken. There shall be deducted from his/her last wages an amount sufficient for that purpose.
 - 7. Eligible employees shall adhere to the existing rules of the Employer in applying for vacation leave.
 - 8. Full vacation credit for the contract year in which an employee retires or dies.
- B. 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.
 - C. The employee may elect to select a Salary Option, which will convert up to two (2) weeks of vacation to pay applied to the gross salary in 26 equal payments throughout the year. The employee shall apply for such conversion option within two (2) weeks after the signing of the agreement approved by the Common Council. 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.
 - D. If an employee who selects option 2 retires during the year, the balance of vacation pay will be included in the last paycheck.
 - E. Compensatory Time: This provision enables members of the Association to accrue 180 hours of compensatory time.
 - F. 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.

ARTICLE XII DISABILITY LEAVE OF ABSENCE

Those employees incurring disabilities not duty connected shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:

- A. The employee shall apply for such leave, in writing, to the Chief of Police.
- B. The employee shall submit a physician's report, including a statement regarding the nature of the disability and whether or not the employee is able to work.

- C. The employee shall submit to the Chief of Police a physician's statement of release for work before returning to work.
- D. During such period of leave, the City will continue to make its normal contribution toward health insurance premiums.

ARTICLE XIII HOLIDAYS

- A. 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
- B. The floating holidays are to be taken on days selected by the employee, subject to the approval of the department head. Employees have the option of taking cash for the floating holidays.
- C. 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.
- D. 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.
- E. 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.

ARTICLE XIV PAID LEAVE

- A. 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.

- B. Paid Parental Leave will be provided in accordance with the City of Madison Paid Parental Leave policy.

ARTICLE XV MILITARY LEAVE

- A. 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 for a period of fifteen (15) work days in a calendar year for the purpose of attending duly ordered field camps of instruction or instruction from school.
- B. Employees who are called to duty by reason of national or international civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed three (3) calendar weeks for a period of fifteen (15) work days.
- C. Employees granted leave under paragraphs A and B of this section 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.
- D. Any employee who has exhausted his/her leave under XV(A) or XV(B) in any calendar year and who needs additional leave during the federal fiscal year that “overlaps” the last on-quarter of the calendar year may use any or all of the military leave available however, that no such employee may use more than the leave available in the subsequent year.

ARTICLE XVI LONGEVITY

All permanent full time employees shall receive longevity pay calculated to the nearest dollar, subject to the following schedule and terms and conditions:

- A. Schedule:
1. Three (3%) percent of the base pay at the beginning of the fifth (5) year of continuous employment.
 2. An additional 3% (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
 3. An additional 2% (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
 4. An additional 1% (total of 9%) of base pay at the beginning of the 16th year of continuous employment.
 5. An additional 1% (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.

6. An additional 1% (total of 11%) of base pay beginning with the 20th year of continuous employment.
 7. An additional 1% (total of 12%) of base pay beginning with the 25th year of continuous employment.
- B. Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
- C. For purposes of longevity pay, authorized leaves of absence without pay in excess of twelve (12) days, and any time spent on lay off status, shall not act to break the condition of continuous employment as it applies to this article. Nor shall such time be considered employment in determining qualifications for the periods of employment set forth in A of this Article.
- D. All longevity provisions of this article shall be made only in compliance with the existing rules of the Employer.

ARTICLE XVII UNIFORM ALLOWANCE

A. 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 provide all appropriate safety/protective equipment (as determined by the Chief) for employees to perform their duties, consistent with other provisions of this agreement.

1. Exceptions: Employees will return an equivalent number of badges as they were initially issued upon leaving employment in all cases except upon retirement. All uniform and equipment items purchased from the uniform and equipment account, within three (3) years of the employee's retirement date, shall remain the property of the City of Madison.
2. Maintenance: 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.
3. Damage: 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.
4. In lieu of the uniform provisions provided by this Article, members may receive a clothing allowance of \$65.00 per month. Subject to the approval of the Chief of Police, any member not required to wear or maintain a uniform by virtue of a

permanent special assignment shall receive a clothing allowance of sixty-five dollars (\$65).

5. 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.
 6. The City will pay for all necessary uniform equipment determined by the Chief to be necessary for SWAT, Arson Investigators, Honor Guard, etc.
- B. Uniform item requests shall require sufficient funds in the individual employee's account. Items requested shall be from among those approved by the Chief of Police. The selection and quantity of approved items selected will be at the discretion of the individual employee. Duty weapons may not be purchased with the uniform and equipment account.
1. Approved uniform items for all employees shall include, but not be limited to, uniform outerwear suitable for climatic conditions, (hats, jackets, sweaters, gloves, boots) and general uniform items, (shirts, pants, belts, name tags, insignia, badges and shoes).
 2. Other uniform items may be approved for employees when they are assigned to a specialty unit when those items aid in the identification and protection of those employees.
 3. Approved equipment items for all employees shall include, but not be limited to, equipment used in the course of duty, to include duty belt, holsters, ammunition pouches, and other gear designed to carry equipment on the duty belt, handcuffs, collapsible baton, flashlight, police equipment bag (squad box), duty handgun accessories (magazines, speed loader and repair parts), and practice ammunition.
 4. Other equipment items may be approved for employees when they are assigned to a specialty unit when those items aid in the identification and or protection of the employee.
- C. 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.
- D. Handgun Reimbursement: 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.

- E. Employees may request to use uniform allowance monies to pay for membership dues for affiliation with professional organizations which are directly related to the employee's job duties with the Madison Police Department. All requests must be in written form and approved in writing by the Chief of Police prior to being implemented.
- F. 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).

ARTICLE XVIII HOURS OF WORK

- A. 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.
- B. 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.
- C. Employees may be assigned by the Chief of Police to any one of the following four (4) work schedules:
 - 1. Six (6) consecutive work days followed by three (3) consecutive days off, followed by six (6) consecutive work days followed by three (3) consecutive days off; or,
 - 2. Five (5) consecutive work days followed by two (2) consecutive days off, followed by five (5) consecutive work days followed by three (3) consecutive days off.
 - 3. Five (5) consecutive work days followed by two (2) consecutive days off, followed by five (5) consecutive work days followed by two (2) consecutive days off, followed by four (4) consecutive work days followed by three (3) consecutive days off.
 - 4. Five (5) consecutive work days followed by two (2) consecutive days off, followed by five (5) consecutive work days, followed by two (2) consecutive days off. Additional days off equivalent to a day off every three (3) weeks.
 - 5. Those members whose assignment requires a flexibility in duty hours may adjust their hours of work with the approval of the Chief of Police.
- D. A change of duty assignment may require a temporary departure from an employee's normal work schedule.
- E. Compensation for approved overtime shall be computed based on actual time worked.

- F. During each pay period, members are allowed some flexibility to make minor adjustments to their work schedules to perform work efficiently and effectively. Whenever a commander makes the decision to extend their normal workday to perform routine work, he/she earns the opportunity to accrue the time worked beyond eight (8) hours, on an hour-for-hour basis, within the limits prescribed in this agreement. Work beyond eight (8) hours will be compensated with overtime as provided for in Article XXVI of this agreement. 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.

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.

All earned time off must be scheduled and used prior to the official retirement or end of employment date by AMPS members. Any accrued time that is not used prior to that date will be forfeited. No cash payment will be made for any earned time balance that remains upon retirement, resignation or end of employment.

ARTICLE XIX CALL BACK TO DUTY

- A. 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.
- B. 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.

- C. 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.

ARTICLE XX MISCELLANEOUS

A. Retirement:

1. 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.

2. The City will provide that employees may make additional contributions to the Wisconsin Retirement Fund through payroll deduction.
3. 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.
4. 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).
5. Employees who have given notification to the Chief of Police as specified in Article XX, A(3) and A(4), and elect to not retire during the period from December 20th to March 31st will only be eligible for vacation earned in that year.
6. Employees who cannot comply with the provisions of Article XX, A(3) and A(4) as a result of a serious illness, injury, or disability affecting the employee or a member of the employee's immediate family (as defined in Article IX, a), or at the discretion of the Chief of Police, shall receive payment for all vacation they are eligible to accrue in their year of retirement, regardless of the provision cited in Article XX, A(5).

- B. 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.

- C. 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.
- D. 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.

S.E.T. Stand-By: When an AMPS member of the Special Events Team is directed by a commanding officer or his/her designee to be available for the purpose of being recalled to duty should departmental needs dictate. Members should be able to respond to the Central District station, fit for duty, within one hour after receiving a telephonic page.

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.

In the event that a member is recalled to duty from "stand-by" status, that member shall receive one (1) hour of pay for the "stand-by" time and then receive their normal rate of pay for call back under current AMPS contract language.

NOTIFICATION: The Department shall give at least 72 hours notice to members being placed on "stand-by" status unless extenuating circumstances exist to make this notification impossible. Members must follow protocol (to be established) for acknowledging they have been placed on "stand-by." Any member unable to be notified of their being placed on "stand-by" status shall not be considered available for such duty.

- E. Interim Chief of Police: In the event an Association member is designated as Interim Chief of Police, the provisions of this agreement shall continue to apply to that member while serving as Interim Chief.
- F. 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.
- G. Leave of Absence without Pay:
1. The Chief of Police may, in appropriate circumstances, grant leave of absence without pay, limited to twelve (12) working days.
 2. Leave of absence without pay in excess of twelve (12) working days, may be granted by the Chief subject to the written approval of the Human Resource Director.

ARTICLE XXI
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon the Common Council.

ARTICLE XXII
SAVINGS CLAUSE

If any Article or section of this Agreement or any addenda thereto shall be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby. The voided provision shall be renegotiated at the request of either party.

ARTICLE XXIII
LEGAL PROTECTION

A. Attorney Fees

1. 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 required by the provisions of Sections 62.115, 895.46 and/or 895.35 of the Wisconsin Statutes governing the obligations by the City to such employee, 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.
2. 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.

- B. 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. Personal injury shall be defined as false arrest, erroneous services of civil papers, false imprisonment, malicious prosecution, assault

and battery, libel, slander, defamation of character, violation of property rights or deprivation of any rights, privileges or immunities secured by the Constitution and laws of the United States of America. Bodily injury shall be defined as bodily injury, sickness or disease sustained by any person or persons accidentally caused by an act of an employee. Property damage shall be defined as damage to or destruction of property including loss of use thereof. In cases involving judgments in excess of the above-mentioned limits, employees may seek further relief according to the provisions set forth in City Ordinance Sec. 3.41.

ARTICLE XXIV NOTICES

- A. All written notices sent by the Association to the City shall be directed to the Labor Relations Manager.
- B. All written notices sent by the City to the Association shall be directed to the Association President.

ARTICLE XXV NON-DISCRIMINATION

The City and the Association agree not to discriminate against any employee for any reason prohibited by applicable City, State and/or federal laws. The City and the Association agree that any dispute related to the interpretation or application of the various statutes shall be resolved in accordance with the statutory dispute resolution procedures.

ARTICLE XXVI SALARY SCHEDULE

- A. 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:

Salary Step	1	2	3	4	5
	Starting	After 6 mos.	After 18 mos.	After 30 mos.	After 42 mos.

Employees shall advance from the starting Step to the subsequent Step upon successful completion of a six (6) month period and shall continue to advance after each twelve (12) months of service.

Members promoted to a higher rank will advance to a step representing an increase in biweekly salary of at least five percent (5%). Any employee promoted to a salary range

at a step higher than one (1) shall advance to the subsequent step upon completion of a six month period and shall continue to advance after each twelve (12) months of service.

In case of the promotion of a Sergeant or Detective to a rank of Lieutenant, , the appointee shall be entitled to a salary advancement to a Step representing the next Step higher amount in the applicable Range. This Step must represent an increase in biweekly salary, which includes the Sergeant/Detective's educational incentive percentage indicated in the Madison Professional Police Officer Association contract, of at least five percent (5%).

BIWEEKLY BASE RATE SALARY SCHEDULE

RANGE 01	1	2	3	4	5
LPP 2018	2,992.48	3,137.41	3,258.53	3,383.14	3,479.93
PPI 7/1/2019	3,067.29	3,215.85	3,339.99	3,467.72	3,566.93
FPP 2020	3,166.98	3,320.37	3,448.54	3,580.42	3,682.86
FPP 2021	3,285.74	3,444.88	3,577.86	3,714.69	3,820.97

RANGE 02	1	2	3	4	5
LPP 2018	3,419.90	3,604.08	3,723.44	3,866.78	3,961.47
PPI 7/1/2019	3,505.40	3,694.18	3,816.53	3,963.45	4,060.51
FPP 2020	3,619.33	3,814.24	3,940.57	4,092.26	4,192.48
FPP 2021	3,755.05	3,957.27	4,088.34	4,245.72	4,349.70

RANGE 03	1	2	3	4	5
LPP 2018	3,912.96	4,102.01	4,261.92	4,426.75	4,533.27
PPI 7/1/2019	4,010.78	4,204.56	4,368.47	4,537.42	4,646.60
FPP 2020	4,141.13	4,341.21	4,510.45	4,684.89	4,797.61
FPP 2021	4,296.42	4,504.01	4,679.59	4,860.57	4,977.52

RANGE 04	1	2	3	4	5
LPP 2018					5,195.55
PPI 7/1/2019					5,325.44
FPP 2020					5,498.52
FPP 2021					5,704.71

B. Pay Range Assignments:

Position Classification	Pay Range	Hours/Week
Lieutenant of Police	1	37-1/2
Captain of Police	2	37-1/2
Assistant Chief of Police	3	37-1/2
Deputy Chief of Police	4	37-1/2

C. 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.

D. 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.

E. Overtime Compensation:

1. 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.
2. AMPS members are entitled to time-and-one-half compensation for overtime when any of the following exists:
 - a. The Chief of Police or his/her designee declares an emergency;
 - b. The AMPS member is working an event where police services are paid by an outside entity (Madison Marathon, Opera in the Park, etc);
 - c. The AMPS member is working a special duty assignment where the special duty employer agreed to pay overtime;
 - d. 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;
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.

- i. 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.
- ii. 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.

3. 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.

F. On-Call Duty Pay:

1. 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.
2. 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.
3. 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.
4. Employees not assigned to this duty status shall be subject to call back pursuant to the rules of the Department and the applicable provisions of this agreement.
5. Employees who are in on-call duty status, and who are contacted by phone as a function of their employment regarding a work related issue, shall be compensated at the employee's rate of pay for any time spent on the phone that exceeds ten (10) minutes. Compensation for time spent on the phone will be calculated to a daily cumulative total. No compensation will be provided for

cumulative time less than ten (10) minutes and no other compensation minimums apply. Employees may be required to verify requests for compensation under this provision following prescribed Departmental procedures. Employees may not be paid on-call duty pay or their regular rate of pay for phone calls when they are otherwise receiving special duty pay, or are in any other type of pay status.

G. Jury Duty:

1. 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.
2. Employees granted leave under paragraph one of this provision 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.

ARTICLE XXVII
SHIFT DIFFERENTIALS AND SATURDAY/SUNDAY PREMIUM

- A. 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.
- B. 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.
- C. 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.
- D. Saturday/Sunday Hours:

1. 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.
2. 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.

NOTE: This subsection shall apply to all work normally recorded on the payroll as Sunday or Saturday work. It shall not apply to shifts, which begin on Friday and on Saturday or begin on Saturday and end on Sunday, but it will apply to entire shifts, which begin on Saturday but may end on Sunday or begin on Sunday but may end on Monday.

- E. 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.

ARTICLE XXVIII RESIDENCY REQUIREMENT

- A. Residency requirements shall not apply to Lieutenants, but will apply to Captains and Assistant Chiefs.
- B. 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).
- C. 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.
- D. In the event that the 1% (one percent) longevity penalty no longer applies to Compensation Group 18, or the Association of Madison Fire Supervisors, it will not continue to apply to AMPS members.

- E. 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.

**ARTICLE XXIX
DURATION OF AGREEMENT**

- A. This Agreement shall have as its duration the period commencing January 1, 2018, and ending December 31, 2021, however, such shall remain in effect unless changed by mutual agreement of the parties hereto.
- B. On or before May 1, 2021, either party hereto may notify the other party in writing of its desire to negotiate a successor Agreement. Promptly following such notification, and specifically, within the next thirty (30) days, the party requesting negotiations shall submit their proposals and the parties hereto shall meet and engage in such negotiations.

Dated at Madison, Wisconsin, on this _____ day of _____, 2019.

CITY OF MADISON

ASSOCIATION OF MADISON POLICE SUPERVISORS

MAYOR

PRESIDENT

FINANCE DIRECTOR

VICE PRESIDENT

CITY CLERK

EMPLOYEE & LABOR RELATIONS MANAGER

Approved as to form only, on this _____ day of _____, 2019.

CITY ATTORNEY

APPENDIX A PROMOTIONS

In cases of promotion to the position of Deputy Chief of Police, the employee so promoted shall be entitled to return to his/her former position if either the Employer or the employee so decides.

In case of a promotion to replace a retiring member, where the retiring member is utilizing leave time prior to their end of City employment, the newly promoted member will be considered a double-fill in the new position for a period not to exceed three (3) months, unless otherwise approved by Council.

APPENDIX B DRUG AND ALCOHOL TESTING PROGRAM

A. Policy:

The City of Madison and AMPS, recognize that illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, and misuse of alcohol by employees are threats to the public welfare and the safety of departmental personnel. It is the goal of this program to eliminate illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, and the misuse of alcohol through education, treatment, rehabilitation, and as appropriate, discipline of the affected personnel consistent with the provisions of this program. The unlawful manufacture, distribution, dispensing, possession, possession with intent to deliver illegal drugs/controlled substances, or illegal drug use/controlled substances misuse, the use of prescription drugs other than as prescribed, or misuse of alcohol is prohibited.

Nothing herein shall preclude the City from establishing and enforcing its rules, regulations, policies and/or procedures. This program supplements existing work rules.

B. Informing Employee About Drug and Alcohol Testing:

All employees shall receive a copy of and be fully informed of this drug and alcohol-testing program. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform employees on how the tests are conducted, what the tests can determine and the consequences of testing positive for illegal drugs, controlled substances, or use of prescribed drugs other than as prescribed, or for testing positive for alcohol while on duty. All newly hired employees will be provided with this information during the Recruit Academy. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign a consent and release form. Failure or refusal to do so is a violation of this program.

C. Employee Testing:

1. Reasonable Suspicion Testing. A reasonable suspicion test may be based on the following: Specific, contemporaneous, articulable observations of a trained supervisor or trained City official concerning the appearance, behavior, speech or body odors of the employee resulting in the reasonable belief that the employee is using, under the influence of alcohol or illegal drugs/controlled substances or has misused prescription drugs while on duty. Such observations may include but are not limited to one or more of the following:
 - a. Slurred speech
 - b. Odor of alcohol
 - c. Inability to walk in a straight line; staggered gait
 - d. Exaggerated, excited state of emotions
 - e. Bizarre or erratic behavior
 - f. Rapid, dramatic mood swings
 - g. Observation of the ingestion or possession of alcohol or a controlled substance as defined herein during working hours, or while on City

property, or while operating a City vehicle off-duty or personal vehicle for City business or while representing the City.

When the City believes, based upon objective and articulated factors, that the employee, whether on-or off-duty, has possessed, used, manufactured, dispensed, distributed, or sold any illegal drug or controlled substance not prescribed by a licensed physician, or used a prescribed drug other than as prescribed, the employee may be immediately placed on administrative leave with pay and may be subject to discipline up to and including discharge. The following evidence shall be required to make such a determination:

- a. Reliable evidence of drug use, possession, distribution on or off premises or on or off-duty, provided by a law enforcement officer and documented in an officer's report.
 - b. Reliable evidence of drug use, possession, distribution on or off premises or on-or off-duty, provided by a reliable and credible source, which has been independently corroborated by a third party.
 - c. Possession of paraphernalia normally associated with improper, unauthorized or illegal use of controlled substances as provided in paragraph (a) or (b) above.
2. Post Accident Testing. An employee will be tested for illegal drugs/controlled substances and/or alcohol after involvement in a fatal or serious bodily injury accident while on-duty. A serious bodily injury accident includes any bodily injury which creates a substantial risk of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily injury.
 3. Return-to-Duty Test. A return-to-duty test is an alcohol and drug test administered prior to an employee being permitted to return to duty, when the employee has violated this program. The employee may not return to duty without a negative test.
 4. Follow-Up Test. A follow-up test is an alcohol and drug test administered to an employee who has violated the prohibitions of this program and who has been permitted to return to duty after passing a return-to-duty alcohol and drug test. The number and frequency of any such tests shall be determined by the Substance Abuse Professional, and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months after the employee's return to duty. The Substance Abuse Professional may terminate such tests at any time after the first six (6) tests have been administered if s/he determines the tests are no longer necessary.
 5. Specimen Collection will be completed in accordance with Mayoral APM 2-23.
- D. Drug Testing will be completed in accordance with Mayoral APM 2-23.
 - E. Alcohol Testing will be completed in accordance with APM 2-23.
 - F. Medical Review Officer:

The Medical Review Officer must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of the drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and the work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have been caused by legally prescribed medication.

G. Laboratory Results:

The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to the Human Resources Director by the Medical Review Officer once he/she has completed his/her review and analysis of the laboratory's test. The Human Resources Director will make every effort to keep the results confidential, consistent with the Wisconsin Open Records law. The Human Resources Director may release test results to the parties and to an adjudicator as part of an arbitration hearing or other legal proceeding.

H. Testing Program Costs:

The City shall pay for all costs involving the initial and confirmation drug and alcohol testing as well as the expenses incurred from the Medical Review Officer. The City shall also reimburse each employee for his or her time and expenses, including travel time incurred, if any, related to off-duty testing, involved in the testing procedure. If the employee requests that the split drug specimen be tested, the cost of the split specimen test shall be paid by the employee. If the test of the split specimen does not reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the employee shall have any paid leave used after the initial positive test restored and shall be reimbursed for costs associated with having the split specimen tested.

I. Voluntary Rehabilitation Program:

Employees who have an alcohol issue or a drug issue, which does not include the unlawful manufacture, sale, distribution, dispensing or possession with intent to deliver illegal drugs/controlled substances, and who were not already under investigation for possible criminal activity or violation of a Department Rule, and who voluntarily come forward and ask for assistance, shall not be disciplined for coming forward. However, if it later becomes known that the employee was under any investigation at the time the employee came forward, the provisions of this section shall not apply. An employee may voluntarily enter rehabilitation without a requirement for prior testing. The employee shall authorize the Substance Abuse Professional to advise the Human Resources Director of the employee's progress in rehabilitation. The treatment and rehabilitation costs shall be paid for by the employee's insurance program. Such employees will be allowed to use their accrued and earned leave, exchanges, or unpaid leave for the necessary time off involved in the program. If the Substance Abuse Professional advises the Human Resources Director that the employee requires additional treatment beyond what was

originally recommended, the employee shall be solely responsible for any costs not covered by insurance. Due to the significant interest of the public, the City and Department personnel in protecting the welfare and safety of all, the employee in rehabilitation under this section shall not be permitted to return to regular duty unless and until the treating Substance Abuse Professional informs the Human Resources Director that the employee can safely perform all of his/her duties.

However, any employee who does not voluntarily come forward under this section and tests positive for illegal drugs/controlled substances under the procedures contained in this Agreement or who tests positive for alcohol while on-duty or otherwise violates this program may be subject to discipline up to and including termination according to the Department Rules and Regulations.

J. Duty Assignment:

Following a determination by a Substance Abuse professional that the employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of illegal drugs or misuse of controlled substances, the employee shall comply with all requirements prescribed by the Substance Abuse Professional and shall remain in compliance with any and all prescribed and recommended rehabilitation and/or treatment programs.

If the employee has violated the illegal drugs/controlled substances prohibitions he or she shall undergo it return-to-duty drugs/controlled substances test with a result indicating a verified negative result for drugs/controlled substances use and the Substance Abuse Professional shall inform the Human Resources Director that the employee may safely perform his/her regular duties before the employee may return to duty.

K. Right of Appeal:

The employee has the right to challenge the results of the drug or alcohol tests in the same manner that any other City action under the terms of this agreement is grievable. The employee has the right to appeal any discipline imposed before the Madison Board of Police and Fire Commissioners.

L. Employer Responsibility:

This drug and alcohol-testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this program and shall be solely liable for any legal obligations and costs arising out of the administration of this program by City personnel.

M. Discipline:

Just cause for discipline up to and including discharge may be established when an employee engages in any conduct in violation of the provisions of this program or when an employee uses illegal drugs or misuses controlled substances, or uses prescription drugs other than as prescribed, or misuses alcohol in violation of this program or refuses to submit to testing. Failure to cooperate with the Substance Abuse Professional and to comply with any required evaluation by a Substance Abuse Professional, failure to

comply and remain in compliance with any and all prescribed or recommended rehabilitation and/or treatment programs, or testing positive for a different illegal drug or controlled substance during a treatment program may establish just cause for discipline up to and including discharge.

N. Changes in Testing Procedures:

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures, which may provide more accurate testing or if regulations required to be followed by the laboratories change, any such change will be incorporated into this program only upon the agreement of the parties.

O. Conflict With Other Laws:

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under federal, state, or local laws.

P. Definitions:

Alcohol: Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration (or Content): Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use: Alcohol use means the consumption of any beverage, mixture, or preparation, including medication, containing alcohol.

Breath Alcohol Technician (BAT): A Breath Alcohol Technician is an individual who instructs and assists individuals in the alcohol testing process and operates the evidential breath-testing device.

Confirmation Test:

1. For alcohol testing, a confirmation test means a second test following a screening test with a result greater than 0.00 that provides quantitative data of alcohol concentration. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and must be capable of printing out each test result and air block, and must sequentially number each test.
2. For drugs/controlled substances testing, a confirmation test means a second analytical procedure to identify the presence of a specific drug or drug metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. (Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

Evidential Breath Testing Device (EBT): An evidential breath testing device is a device approved by the National Highway Traffic Safety Administration (NHTSA) and placed on the NHTSA's Conforming Products List and is used for the evidential testing of breath.

Follow-Up Test: A follow-up test is an alcohol and/or drug/controlled substances test administered to an employee who has violated the prohibitions of this policy and who has been permitted to return to duty after passing a return-to-duty alcohol and/or drug/controlled substances test.

Medical Review Officer (MRO): A Medical Review Officer is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Refusal to Submit (to a Drug, Alcohol or Controlled Substances Test):

1. An employee fails to provide an adequate amount of breath during testing without a valid medical explanation after he or she received notice of the requirement for breath testing.
2. An employee fails to provide adequate urine for drugs/controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing.
3. An employee fails to be readily available for post-accident testing.
4. An employee fails to report to, and undergo alcohol and drugs/controlled substances testing, at a collection site as required.

Return-To-Duty Testing: A return-to-duty test is an alcohol and/or drugs/controlled substances test administered prior to an employee being permitted to return to duty, when the covered employee has violated this policy.

Screening Test (also known as Initial Test):

1. In alcohol testing, a screening test means an analytical procedure to determine whether a covered employee may have a prohibitive concentration of alcohol in his or her system.
2. In drugs/controlled substances testing, a screening test means an immunoassay screen (or other DHHS-approved test) to eliminate "negative" urine specimens from further consideration.

Substance Abuse Professional (SAP): A substance abuse professional is a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drugs/controlled substances-related disorders.

**EMPLOYEE ACKNOWLEDGMENT
OF NOTIFICATION OF DRUG/ALCOHOL TEST PROGRAM**

I acknowledge that I have received a copy of and have been duly informed about the Police Department's Drug and Alcohol Testing Program (the Program) and related procedures, which are contained in the collective bargaining agreement (the Agreement) currently in effect between the Madison Professional Officers Association (MPPOA) and the City of Madison (the City). I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed about how drug and alcohol tests are conducted, what those tests can determine, and the consequence of violating the Program.

I also have been informed of the City's Employee Assistance Program (the EAP). I understand that if I voluntarily come forward under Section 10 of the Program and ask for professional assistance to deal with a drug use or alcohol misuse issue, I will not be disciplined by the City, provided that there are no aggravating circumstances present, as described in the Agreement. I understand how drug/alcohol test specimens are collected and further understand that these specimens are subjected to medical tests that are conducted under the auspices of a Medical Review Officer (the MRO), as defined in the Agreement. I understand that the MRO will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the MRO to review my status, my medical history, and any relevant biomedical factors prior to the Human Resources Director being informed whether the test results are positive or negative. I also acknowledge that I will be asked, as a condition of my continued employment, to sign a Consent to Release of Information relating to my test results and about me as provided in the Agreement.

I understand that a confirmed positive drug or alcohol test result will result in my referral to a Substance Abuse Professional under the Program. Finally, I understand that a violation of the provisions of the Program or my testing positive for drugs on or off duty or for alcohol while on duty may establish just cause for discipline up to and including discharge from the Department.

Printed or Typed Name of Employee:

Signature of Employee:

Date:

APPENDIX C POST-RETIREMENT MEDICAL PLAN

A. Introduction:

The City of Madison has adopted a Post-Retirement Sick Leave Conversion Medical Reimbursement Plan (hereinafter, "Medical Plan") and a Governmental 401(a) Special Pay Plan (hereinafter, "Retirement Plan") (together called the "Plans") to allow retiring employees in the AMPS bargaining group to convert accumulated sick leave into supplemental retirement benefit on a mandatory basis.

The Plans are intended to allow some flexibility in the conversion of the unused accumulated sick leave. The City of Madison will apply a formula, set forth in Section 4.0 below, to convert a retiring employee's unused accumulated days of sick leave or extra retirement pay into a dollar value (hereinafter, "Benefit"). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the City of Madison's intention that the benefits provided by the plan not be subject to FICA taxes. In addition, these benefits are to be tax deferred for both federal and State income tax until the retiree withdraws them from the plan. However, the City of Madison makes no warranties or representations regarding the tax treatment of any contribution made or amount received under the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

B. Eligibility:

The conversion of unused sick leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated sick leave extra on the date of their retirement will participate in the Plan.

To "retire" and be eligible for this Plan, an employee must be an AMPS member who has reached or will reach age fifty-five (55), or age fifty (50) for protective service employees, during the calendar year of retirement, must retire from employment with the City, and be eligible for retirement benefits from the Wisconsin Retirement System.

C. Calculation of Benefit:

An employee who retires with the City of Madison shall receive a Benefit for the number of days of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula:

Total hours of accumulated sick leave x regular hourly rate of pay at time of retirement.

D. Payment of Benefits:

1. Election of Form of Benefit: Within thirty (30) days of receiving written notice of an employee's retirement, the City of Madison shall elect the form in which the retiring employee will receive the benefit. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph D2 of this section. In making the election, The City of Madison will consider several established factors

including the retiring employee's access to other health insurance coverage, the value of the retiring employee's unused accumulated sick leave and extra retirement pay, and the ability of the retiring employee to demonstrate the need for coverage. The City of Madison will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by the City of Madison.

2. Form of Payment: Retiring employees who are eligible to receive a supplemental benefit will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph D1 of this section:
 - (a) The City of Madison shall make a contribution to the PRIME Trust, or the Medical Plan Trust (selected) at the City of Madison's discretion) for the benefit of the employee to pay for health insurance premiums and unreimbursed medical expenses specified under Internal Revenue Code Section 213. This benefit will continue until fully exhausted by the retiree or their qualified dependant beneficiaries.
 - (b) The City of Madison shall make a contribution to the Retirement Plan Trust and/pr 457(f) qualified deferred compensation plan (selected at the City of Madison's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan.

E. Plan Administrator:

The City is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.

F. Miscellaneous:

1. This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where the City is located.
2. This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.