

SETTLEMENT PROPOSAL
FROM THE CITY OF MADISON
TO
MADISON PROFESSIONAL POLICE OFFICERS ASSOCIATION
FOR A 2008-2009 CONTRACT

Listed below are the contractual items that the City of Madison and MPPOA have reached a tentative agreement for a settlement to bargaining for a 2008-2009 contract. (including all memoranda of understanding, side letters, etc.) .

Items in the settlement proposal are:

1. A two-year contract beginning January 1, 2008 and expiring on December 31, 2009.
2. ARTICLE IX

H. HOURS OF WORK AND DUTY ASSIGNMENTS:

- a) Traffic Enforcement Safety Team Officer/Sergeant, with exception noted below: Motorcycles have specific eligibility requirements and may be granted year-to-year extensions in their assignment beyond four (4) years with the approval of the Chief of Police, unless another employee applies for and meets the specific eligibility requirements for this position.

b) ~~Neighborhood Police Officer~~

~~An exception is allowed when no other employee with the willingness and necessary qualifications to accomplish the duties in TEST or a Neighborhood Officer position apply. In this event, the Chief has the discretion to extend an employee currently in the position on an annual basis.~~

Process for Filling Closed and Competitive Position Vacancies

1. Employee must submit a written expression of interest by memo and attach a resume and a completed supervisory input form.
2. Members who receive an adverse report from a supervisor may still compete for the position and have the option of attaching a written rebuttal to the supervisory input form.
3. Candidates will participate in an oral interview.

4. The oral interview board will be comprised of a minimum of three (3) participants to include: A commanding officer or supervisor of the work unit with the vacancy, a MPPOA member who currently works in or had worked in the unit, and a civilian (preferably from within the department).
5. The commander or supervisor responsible for creation of the oral board should give consideration to establishing a panel that reflects the diverse makeup of the organization to the extent possible.
6. The oral board will create interview questions on an annual basis.
7. The oral board will make a recommendation to the Chief of Police following the process. When two (2) candidates are equal, seniority will be the determining factor in making the final recommendation to the Chief.
8. The highest-ranking member of the oral board will provide feedback to candidates if desired.

Closed and competitive positions include the following positions, which will have assignment periods of four (4) years with the Chief's option to extend said assignment for a maximum period of one (1) year or when no other employee with the necessary qualifications applies for the position. In the event no other employee applies for any of the listed positions, the Chief has the discretion to extend the employee currently in the position on an annual basis.

- a) CIS Officer and Sergeant
- b) Education Resources Officer
- c) Crime Stopper Officer
- d) Crime Prevention Officer
- e) Safety Education Officer
- f) Public Information Officer
- g) Traffic Specialist
- h. Neighborhood Police Officer

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

- a) Canine Officer
- b) Training Officer/Sergeant
- c) Task Force Officer 1 Detective/Sergeant

Classification seniority is defined as the amount of continuous service in a given rank or classification.

3. ARTICLE VIII – PAY POLICY

A. SALARY SCHEDULE

3% wage increase effective the pay period that includes January 1, 2008.

3% wage increase effective the pay period that includes January 1, 2009.

The 3% wage increase effective the pay period that includes January 1, 2009 shall be reduced by .1% for every full one percent (1%) increase in health insurance premiums beyond eleven percent (11%) in that calendar year. The increase in health insurance shall be calculated by comparing the cost of a Family Plan from the lowest bidder among the health care providers offered in the Wisconsin Public Employers' Group Health Programs.

Example: Presume the lowest bidder among the Family Plans offered in 2008 is \$900.00, and the lowest bidder in 2009 is 12% higher (or \$1008). The wage increase effective the pay period that includes January 1, 2009, would be two point nine (2.9%). If the health insurance increase was eleven percent (11%) or less, the wage increase effective the pay period that includes January 1, 2009 would be three percent (3% **).

In no case would the 2009 wage increase be less than 2.25%.

Recently hired officers who will be in the "accelerated" training program will have a starting wage equivalent to the six (6) month level and proceed through the remaining salary steps as outlined in the contract.

C. SHIFT DIFFERENTIALS AND UNDESIRABLE HOURS:

1. Effective ~~January 1, 2006, December 30, 2007,~~ employees regularly assigned to a shift falling between the hours of 6:00 a.m. and 6:00 p.m. shall be paid a shift differential of ~~\$8.27 \$8.84~~ per biweekly pay period. This shift differential shall increase to ~~\$8.33 effective June 18, 2006 and \$8.58 \$9.11~~ effective December 31, ~~2006. 28, 2008.~~
2. Effective ~~January 1, 2006, December 30, 2007,~~ employees regularly assigned to a shift falling between the hours of 10:30 a.m. and 8:30 p.m. shall be paid a shift differential of ~~\$25.42 \$27.17~~ per bi-weekly pay period. This shift differential shall increase to ~~\$25.61 effective June 18, 2006 and \$26.31 \$27.99~~ effective December 31, ~~2006. 28, 2008.~~
3. Effective ~~January 1, 2006 December 30, 2007,~~ employees regularly assigned to a shift falling between the hours of 1:00 p.m. and 1:00 a.m.

shall be paid a shift differential of ~~-\$34.32~~ \$36.69 per bi-weekly pay period. This shift differential shall increase to ~~\$34.58~~ effective ~~June 18, 2006~~ and ~~\$35.62~~ \$37.79 effective December 31, ~~2006~~. 28, 2008.

4. Effective ~~January 1, 2006~~, December 30, 2007, employees regularly assigned to a shift falling between the hours of 6:00 p.m. and 5:00 a.m. shall be paid a shift differential of ~~\$38.11~~ \$40.74 per bi-weekly pay period. This shift differential shall increase to ~~\$38.40~~ effective ~~June 18, 2006~~ and ~~\$39.55~~ \$41.96 effective December 31, ~~2006~~. 28, 2008.

5. Effective ~~January 1, 2006~~, December 30, 2007, employees regularly assigned to a shift falling between the hours of 10:00 p.m. to 7:00 a.m. shall be paid a shift differential of ~~\$40.65~~ \$43.45 per bi-weekly pay period. This shift differential shall increase to ~~\$40.95~~ effective ~~June 18, 2006~~ and ~~\$42.18~~ \$44.75 effective December 31, ~~2006~~. 28, 2008.

6. Effective ~~January 1, 2006~~, December 30, 2007, employees regularly assigned to work more than one (1) shift during a bi-weekly pay period shall be paid a shift differential of ~~\$38.11~~ \$40.74 per bi-weekly pay period, providing the starting times for the shifts differ by a minimum of three (3) hours. This shift differential shall increase to ~~\$38.40~~ effective ~~June 18, 2006~~ and ~~\$39.55~~ \$41.96 effective December 31, ~~2006~~. 28, 2008.

7. Sunday Hours:

Effective December 30, 2007, Employees with shifts starting work on Sundays shall be paid an additional ~~\$1.00~~ \$1.05 per hour. Persons called to work on Sundays for other than a complete shift will also receive an additional ~~-\$1.00~~ \$1.05 per hour. Each year hereafter the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest five (5) cents. Effective in 2009 the amount will remain \$1.05.

8. Saturday Hours:

December 30, 2007, Employees with shifts starting work on Saturdays shall be paid an additional \$.50 per hour. Persons called to work on Saturdays for other than a complete shift will also receive an additional \$.50 per hour. Each year hereafter, the amount will be adjusted by the percentage of wage increase negotiated, with the amount rounded off to the nearest full five (5) cents.

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 end 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. CALL-BACK AND COURT APPEARANCES:

1. a. Employees, on an off-duty day, ~~or on~~ vacation, or 3rd shift employees on a workday or off-duty day, who are called back to duty or are ordered by the Employer or subpoenaed to give testimony about events arising out of their employment, shall be paid or compensated for a minimum of three (3) hours at the rate of time-and one-half (1-1/2) the employee's regular rate of pay.
- b. Two hours of pay or compensatory time at the employee's discretion at the rate of 1 1/2 times the employee's regular rate of pay shall be paid to employees who are called back or ordered to work for Rhythm and Booms or comparable Independence Day 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.
2. Employees, on a duty day, (except 3rd shift employees) who are called back to duty or are ordered by the Employer or subpoenaed to give testimony about events arising out of their employment, shall be paid or compensated for a minimum of two (2) hours at the rate of time-and-one-half (1-1/2) the employee's regular rate of pay, unless such work is scheduled less than 59 minutes of the employee's regular duty shift. Shift adjustments shall not be exercised in such a manner so as to avoid the payment of the premiums provided in this paragraph.

I. EDUCATIONAL INCENTIVE PAY:

- e. Employees seeking tuition reimbursement will be required to submit a copy of the final grade for each class and a receipt for payment of tuition or a bill for tuition if the institution offers a deferred payment option to the Department Budget Office upon

completion of each class semester. To be eligible for educational incentive points, you must also submit a copy of all class transcripts (that include the total number of credits earned) to your Department payroll clerk. Reimbursement for books, interest, late fees, service charges or any fees not directly associated with a credited course will not be allowed.

L. FIELD TRAINING:

1. When members of the Association are actively engaged in performing the duties of Field Training Officers, ~~Detective Training, Investigator Training or Field Training Supervisors~~ they shall be granted one (1) ~~day hour off with~~ of straight pay for each eight hours of the designated Field Training Evaluation Periods with which they are involved. an FTO has a probationary officer. This amount can be prorated for working a partial day. Payment for these services will be when the 2009 main academy begins their field training, which is tentatively scheduled September or October of 2009.
2. When members of this Association are actively engaged in performing the duties of ~~Detective Training, or Investigative Training,~~ they shall receive one (1) day off with pay for each of the designated field Traing Evaluation Periods with which they are involved.
3. When members of this Association are actively engaged in performing the duties of Field Training Supervisors, they shall be granted one (1) day off with pay for each of the designated field Training Evaluation Periods with which they are involved. Members assigned as Field Training Supervisors shall also receive one (1) additional eight (8) hour day of pay at straight time, for monitoring and completing all necessary paperwork for all (regardless of how many), probationary officers functioning in a solo patrol capacity assigned to them. Payment for these services will be on the last paycheck of each year and will be contingent on the completion of monthly evaluations in a timely manner and turning these evaluations in to the FTO Coordinator, for all probationary officers assigned to them.
- ~~2.~~ 4. All days off with pay taken pursuant to this section shall be taken off at a mutually agreed time as decided by the affected member and the Chief of

Police. Under no circumstances shall pay be granted in lieu of time off provided in this section.

M. SENIOR PATROL OFFICER, DETECTIVE, SERGEANT, AND INVESTIGATOR ADDITIONAL PAY:

1. The ~~three~~ five most senior patrol officers having ten (10) years of experience or more, on each of the following details (second, third, ~~fourth~~) shall, in addition to receiving shift differential premiums identified in Article VIII C, be paid \$50.00 per pay period for working those shifts. ~~Beginning January 1, 2005, the number of senior patrol officers will be increased to four (4).~~
2. The ~~three~~ four most senior detectives having at least ten (10) years in rank shall, in addition to receiving shift differential premiums identified in Article VIII C, be paid fifty dollars (\$50.00) per pay period if they have primary duty assignments on the second, or third, ~~or fourth~~ shifts.
3. ~~Beginning January 1, 2005, †~~The two most senior Sergeant having at least ten (10) years of experience in rank shall, in addition to receiving shift differential premiums identified in Article VIII C, be paid \$50.00 per pay period if he/she is given a primary assignment to second, or third, ~~or fourth~~ shift.
4. ~~Beginning January 1, 2005, †~~ The most senior Investigator having at least ten (10) years of experience in rank shall, in addition to receiving shift differential premiums identified in Article VIII C, be paid \$50.00 per pay period if he/she is given a primary assignment to second, or third ~~or fourth~~ shift.

ARTICLE IX

HOURS OF WORK & DUTY ASSIGNMENTS

A. WORK DAY WORK WEEK:

3. New employees, while attending the MPD Academy on a predominantly Monday through Friday work schedule, shall work a regular forty (40) hour work week. When a probationary officer is performing patrol duties in Field Training their regular work week shall conform to A.2. above, and while assigned to the Training Team, regular average annual work week shall consist of forty (40) hours.

Upon successful graduation from the Academy and being assigned to Patrol, new employees' work week will thereafter conform to the provisions in Section 2.

ARTICLE XI

INSURANCE - RETIREMENT

A. HEALTH AND HOSPITAL COVERAGE

1. For calendar year 2006,⁸ City will contribute not more than ~~\$1005.16~~ \$1,121.72 toward the appropriate monthly premium for family coverage in any plan offered by the Wisconsin Public Employer's Group Health Insurance plan.
2. For calendar year 2006,⁸ the City will contribute not more than ~~\$403.51~~ \$450.24 toward the appropriate monthly premium for single coverage in any plan offered by the Wisconsin Public Employer's Group Health Insurance plan.
3. ~~Effective November 1, 2006, the City will contribute an amount not to exceed that amount set forth in paragraph 2 above toward the monthly premium for single coverage, or an amount not to exceed that amount set forth in paragraph 1 above toward the monthly premium for family coverage for an employee who elects to retire and is eligible for Wisconsin Retirement Fund benefits between the age of fifty (50) and fifty-four (54). In no instance shall the amount contributed pursuant to this provision exceed \$850 per month. Effective November 1, 2007, †~~ 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. for an employee who elects to retire and is eligible for Wisconsin Retirement Fund benefits between the age of fifty (50) and fifty-four (54). Such contributions shall be discontinued when an employee reaches the age of fifty-five (55).
4. For calendar year 2007 ⁹ the City will contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% 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 plans.

5. For calendar years 2006 8 and 2007, 9 retired employees may, at their option, continue to participate in the health insurance plans referenced above. However, premiums for such insurance must be paid for by the retiree except as provided in paragraph (3) above.

G. POST EMPLOYMENT HEALTH PLAN

Beginning with the pay period that includes ~~July 1, 2005~~: January 1, 2008

The City will make a ~~twenty-six dollar and one cent (\$26.01)~~ twenty-eight dollar and forty three (\$28.43) contribution each pay period into a Post Employment Health Plan (PEHP) for each eligible employee. The PEHP Plan, selected by the Union, will specify plan benefits, limitations, eligibility requirements and enrollment procedures.

Employees who meet the criteria to retire under the Wisconsin Retirement System (WRS) will, upon retirement, have fifty percent (50%) of their unused sick leave accrual applied to the Post Employment Health Plan.

The Union shall be responsible for selecting the administrator of the plan and for the general financial operation of such. The City will be held harmless in the administration of the plan, and from making any additional individual contributions to the plan during the term of the contract. Beginning with the start of the 2005 wage increase, and each year thereafter, the amount will be adjusted by the percentage of wage increase negotiated. For example, with the ~~2.25%~~ 3.0% wage increase on January 1, 2005 8, the amount is increased to ~~\$26.60~~; ~~\$28.43~~; ~~on July 1, 2005, the amount is increased to \$26.79 (.75%)~~. On January 1, 2007,9 the amount is increased to ~~\$27.60~~ \$29.28. (3.0% **-see salary schedule)

SCHEDULING COMMITTEE

In addition, the parties have agreed to form a committee to study and discuss the possibility of a 4- 10 hour day work week for certain sections of the MPD. The Committee will be comprised of 3 members selected by the Union, 3 members of MPD management, and one person from the Mayor's Office.

Any mutually agreement reached by this committee will be written in MOU form for the present and placed in succeeding contracts. Recommendations are to be submitted no later than July 1, 2008.

MAKING CONTRACT CURRENT

All dates listed in the current 2006-2007 contract will be adjusted to reflect a 2008-2009 agreement.