

Town of Madison Police Department

Policy Manual

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Town of Madison, Wisconsin
Scott T. Gregory, Chief of Police

Town of Madison Police Department

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Values Statement

Each Member of the Town of Madison Police Department
subscribes to the following Values:

Honesty--We strive to remain honorable in our principles, intentions, and actions.

Integrity--We believe in the uncompromising adherence to high moral and ethical principles.

Ethical--We lead by example to demonstrate our high standards for professional conduct.

Truthful--We uphold truthfulness in our actions, words, and deeds.

Trustworthy--We are responsible for the public trust placed in us, not only individually, but as a Department.

Accountable--We shall remain answerable to the public and to each other for our actions.

Professional--We shall endeavor to maintain a professional character and spirit, which will be exemplified by our behavior.

Responsible--We are knowledgeable about our duties and obligations and seek to perform them to the best of our abilities.

Dedication--Through dedication to the police profession, we shall remain devoted to the service of our fellow human beings.

Motivated--By working together as a highly motivated organization, we achieve excellence through our productivity.



Mission Statement

The Town of Madison Police Department has adopted the following Mission Statement:

“Our Mission is to proactively build and strengthen community partnerships and reduce the fear of crime through the delivery of high quality, efficient, and consistent services to all Town businesses, residents, and visitors in a professional manner.”

This Mission is a commitment for every member to demonstrate quality performance in our daily endeavors. It is critical that all members understand and accept the responsibilities established by this Mission. It provides the foundation upon which all operational decisions and organizational directives will be based. Directives include rules, regulation, operating policies, procedures, and practices.

This Mission represents the commitment of this administration to the concepts of quality performance management. In other words, members are expected to work consistently in a quality manner in the daily performance of those duties, job responsibilities and work tasks associated with this Mission. Quality manner means that performance outcomes comply with the performance standards established for this agency and for each member associated with this agency. Examples of performance standards include the oath of office, code of ethics, agency rules, policies, procedures, directives, general and supervisory orders, work productivity, and performance behavior.



Vision Statement

The Vision of the Town of Madison Police Department is defined in the following statements:

We address community concerns through the enhancement of problem-solving techniques that involve the community and all Town departments via a process based upon education, interaction, and innovation.

We contribute to the Town's viability through the delivery of exceptional services to its businesses, residents, and visitors.

We develop an environment conducive to participatory leadership by 1) expanding the inter- and intra-departmental levels of trust to facilitate each employee's role in the organization; 2) encouraging behaviors that help to promote the Department's Mission and Values; and 3) providing opportunities to all employees for continued growth in their chosen field.

We affirmatively promote the Town of Madison and the Police Department as advocates of our culturally diverse community.



Town of Madison

2120 Fish Hatchery Road • Madison, Wisconsin 53713
Police Department: 608-210-7262 • 608-210-7237 FAX

OATH OF OFFICE

State of Wisconsin)
County of Dane)
Town of Madison)

I, _____, who have been appointed to the office of Police Officer swear that I will support the constitution of the United States and the constitution of the state of Wisconsin, and will faithfully discharge the duties of said office to the best of my ability. So help me God.

Signature _____

Date _____

Code of Ethics

As a law enforcement officer, my fundamental obligation is to protect the constitutional rights and freedoms of the people whom I have been sworn to uphold.

While I consider the way I choose to conduct my private affairs a personal freedom, I accept the responsibilities for my actions, as well as inactions, while on duty or off duty, when those actions bring disrepute on the public image of the Town of Madison, my fellow officers and the law enforcement profession.

I vow to perform all my duties in a professional and competent manner. I consider the abilities to be courageous in the face of danger and to exercise restraint in the use of my powers and authorities to be the ultimate public trust. I accept that I must consistently strive to achieve excellence in learning the necessary knowledge and skills associated with my duties. I will keep myself physically fit and mentally alert so that I am capable of performing my duties according to the standards of quality expected of my position.

I vow to be fully truthful and honest in my dealings with others. I deplore lies and half-truths that mislead or do not fully inform those who must depend upon my honesty. I will obey the very laws that I am sworn to uphold. I will seek affirmative ways to comply with the standards of my department and the lawful directions of my supervisors.

I vow to treat others with courtesy at all times. I consider it to be a professional weakness to allow another's behavior to dictate my response. I will not allow others' actions or failings to be my excuse for not performing my duties in a responsible and professional and expected manner.

I vow to empathize with the problems of people with whom I come into daily contact. However, I cannot allow my personal feelings, prejudices, animosities, or friendships to influence the discretionary authorities entrusted to my job. I will affirmatively seek ways to avoid conflicts and potential conflicts of interest that could compromise my official authority or public image.

I hold the authority inherent in my position to be an affirmation of the public's trust in me as a law enforcement officer. I do not take this trust lightly. As long as I remain in this position, I will dedicate myself to maintaining this trust and upholding all the ideals of the law enforcement profession.

Signature of Affirmation_____

Date_____

Town of Madison Police Department

Articles of Conduct

***The terms of these Articles of Conduct shall be applied consistently with any applicable collective bargaining agreement(s).**

Article 1: Affirmatively Promoting a Positive Public Image

Members of the Town of Madison Police Department (hereinafter “Members”) shall not be discourteous to members of the general public, and they shall conduct themselves (on-duty as well as off-duty) in a manner that does not damage or have the probable expectations (in the mind of a reasonable person) of damaging or bringing the public image, integrity or reputation of the Town of Madison Police Department into discredit or disrepute.

Article 2: Aiding Other Members

Members shall, during the line of duty, come to the aid of another member when a request or need is apparent.

Article 3: Alcohol Use

Members shall not possess or consume alcoholic beverages on –duty, or while in uniform on –duty or off-duty. Should a member report for duty under the influence of alcohol, he/she shall be subject to disciplinary action, up to and including discharge.

Article 4: Illegal Substances and Unauthorized Drugs or Medications

Members shall not unlawfully possess, sell, consume, use or assist in the possession, sale, consumption or use of any illegal substance(s) or unauthorized drug(s) or medication(s), whether on-duty or off-duty. Any member who fails to adhere to this Article shall be subject to disciplinary action, up to and including discharge.

Article 5: Maintaining an Acceptable Level of Availability for Work

During any regular reporting period, each member must maintain a level of availability for work that is at least that of the work unit’s calculated average for the reporting period.

Article 6: Committing or Condoning Harassment

Members shall not use, or condone the use of sex, race, religion, national origin, ethnic background, disability, sexual orientation, or age in their, or another person's words, actions, gestures, conduct or behavior when it could reasonably be perceived by another person as hostile, offensive or intimidating. Harassment of any form which impacts upon another member's or person's terms or conditions of employment is prohibited.

Article 7: Discrimination in the Performance of Duties

In the delivery of police services, the Department will not tolerate discrimination in any form by any member on the basis of sex, race, national origin, marital status, sexual orientation, religion, criminal history, age, disability or social status.

Article 8: Committing Unsafe Acts or Endangering Self or Others

Members shall not commit acts or behave in such a manner that has the potential for endangering or injuring themselves, property, or another person.

Article 9: Conflicts of Interest

Members shall not engage in conduct which creates conflicts of interest, or which has the potential to create conflicts of interest, with the duties and obligations of their positions within this Department.

Article 10: Cooperation with Members and Other Officials

Members are required to seek affirmative ways to cooperate and work with other members, other public officials, and members of any organization with whom the member of this Department needs to have a good working relationship in order to deliver lawful, effective, efficient, and safe services.

Article 11: Courteous and Respectful Behavior Toward Positions of Authority

Members shall be subordinate and display courtesy and respect in words, deeds, gestures, and actions towards personnel holding higher levels of official authority.

Article 12: Supervisors Shall Display Respect Towards Subordinate-Ranked Personnel

Supervisors shall treat subordinates with the same courtesy and respect that subordinates are required to display to supervisors. Supervisory criticism of a member or member's performance will be given directly to the subordinate, and when practicable, in a private setting.

Article 13: Dishonesty or Untruthfulness

It is reasonable to expect that information provided by members may be relied upon because of the members' position or affiliation with this Department. Therefore, members shall not lie, give misleading information, or falsify written or verbal communications in official reports or in their actions.

Article 14: Displaying Competent Performance and Achieving Competent Performance Results

Members shall willfully display competent performance and consistently achieve competent performance results on all assigned or assumed job responsibilities.

Article 15: Establishing Patterns of Absenteeism and Tardiness

No member shall establish a pattern of absenteeism or tardiness.

Article 16: Physical and Mental Readiness to Perform primary Duties and Tasks

Members shall report for duty, and at all times while on duty, remain mentally, physically, and emotionally ready to assume and competently perform all of their responsibilities, duties, and tasks.

Article 17: Giving a Full Day's Work for a Full Day's Pay

Members shall give a full day's work for a full day's pay and not establish patterns of non-productive work time.

Article 18: Insubordination

Members shall willfully observe and obey the lawful verbal and written rules, duties, policies, procedures, and practices of the Department. They shall also subordinate their personal preferences and work priorities to the lawful verbal and written rules, duties, policies, procedures, and practices of this Department, as well as to the lawful orders and directives of supervisors and superior command personnel of this Department, or Officer-In-Charge. Members shall willfully perform all lawful duties and tasks assigned by supervisory and/or superior-ranked personnel. Direct, indirect, tacit or constructive refusal to do so is insubordination.

Article 19: Knowing, Observing, and Obeying All Directives, Rules, Policies, Procedures, Practices, and Traditions

Members shall display an affirmative, consistent effort to observe and comply with the directives, rules, policies, procedures, practices and traditions established for the effective, efficient, and safe operations of this Department. This standard applies to written and unwritten policies, procedures, and practices.

“Affirmative effort” means to self-initiate acceptable ways to comply. In other words, look for ways to comply with the standard and do not look for exceptions to the standard.

Article 20: Observance of Criminal and Civil Laws

Members shall obey the constitutional, criminal, and civil laws of the Town of Madison, and county, state, and federal government.

Article 21: Use and Care of Property and Equipment

Members are accountable for the proper use and care of any property or equipment assigned to them, used by them, or under their direct or constructive care.

Article 22: Unsavory Associations

Members shall not participate in unsavory associations where a member knows, or should know, that the unsavory individual has a reputation within the community or department for criminality, or is under current investigation by any law enforcement agency.



Town of Madison

2120 Fish Hatchery Road • Madison, Wisconsin 53713
Police Department: 608-210-7262 • 608-210-7237 FAX

January 1, 2005

A word on Policy ...

The policies and procedures in this manual serve as guidelines for the men and women that serve the residents of the Town of Madison. They are not designed to supersede the laws of this State nor good judgment. When an officer acts reasonably, in good faith and in the best interests of all concerned, the officer's judgment will be upheld. If the officer acts otherwise, he or she will be subject to administrative sanctions. If an officer is in doubt in a situation, acting consistently with these guidelines will be the best course.

Scott T. Gregory, Chief of Police

Town of Madison Police Department

Policy and Procedure

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Town of Madison Police Department

Policy and Procedures

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Town of Madison Police Dept.	Title: Vehicle Pursuits and Emergency Vehicle Operation		
Effective Date: April 25, 2005	Number: 001	No. Pages: 12	Special Instructions: Replaces 001 dated 01/01/05
Reference: §346.03 , 003 Use of Force, Training & Standards EVO Manual		Distribution: All Sworn Personnel	
Reevaluation Date: May 1, 2006		Index as: Vehicle Pursuits, Emergency Vehicle Operations, Pursuits, Chases, Stinger Spike Systems	

I. PURPOSE

The purpose of this document is to establish a policy for the operation and use of emergency vehicles by the officers of the Town of Madison Police Department. The use of police emergency vehicles for non-emergency operations, emergency operations, pursuits, roadblocks, silent responses to crimes, escorts of other vehicles and transportation of sick and/or injured persons will be addressed in this policy as well as controlled-deflation devices.

II. POLICY

This policy is a primary document in the operation of an emergency vehicle in non-emergency and emergency operations.

This policy is a secondary document to the Use of Force policy with regard to any use of force of a vehicle by an officer of the Town of Madison Police Department will comply with the requirements set forth in the Use of Force policy.

- A. Use of Deadly Force-see Use of Force Policy
- B. Use of Non-Deadly Force-see Use of Force Policy

The Town of Madison Police Department recognizes Wisconsin's system of Defensive and Arrest Tactics (DAAT) as the standard for the use of force in the state of Wisconsin. The department also recognizes that this is a recruit level standard, and that advanced standing training in techniques outside of Wisconsin's DAAT system may be authorized, provided the techniques and tactics are found to be objectively reasonable. The Town of Madison Police Department recognizes that in certain confrontations where an officer's safety is in jeopardy, techniques outside of Wisconsin's DAAT system may be used.

III. DEFINITIONS

<i>Deadly Force:</i>	The intentional use of a firearm or other instrument, the use of which would result in a high probability of death.
<i>Non-Deadly Force:</i>	The use of any weapon or instrument, or any other action by the officer, which does not fall under the definition of deadly force, but could result in bodily harm.
<i>Great Bodily Harm:</i>	A 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.
<i>Objectively Reasonable:</i>	This term means that, in determining the necessity for force and the appropriate level of force, officers shall evaluate each situation in light of the known circumstances. This includes, but is not limited to the severity of the alleged crime at issue, whether the suspect poses an imminent threat to the safety of officers and/or others and whether the suspect is actively resisting or attempting to evade arrest by flight.
<i>Privilege:</i>	The Town of Madison Police Department recognizes Wisconsin State Statute 939.45 Privilege as the definition. The concept of <i>privilege</i> is very important. What it means is that as a law enforcement officer, if you are acting in good faith and seeking to achieve legitimate law enforcement objectives (including making arrests), you can legally use force <i>that could otherwise be considered a criminal act</i> . Naturally, if you use force for some unauthorized purpose—such as to retaliate against someone—your use of force is <i>not</i> privileged, and you may be subject to criminal charges. (Source: State of Wisconsin DAAT Manual)
<i>Self Defense and defense of others:</i>	The Town of Madison Police Department recognizes Wisconsin State Statute 939.48 Self-defense and defense of others as the definition.
<i>Disturbance Resolution:</i>	The Town of Madison Police Department uses the Disturbance Resolution model as provided by the State of Wisconsin in the DAAT Manual as the model in which Deadly and Non-Deadly Force is used. The Town of Madison Police Department also recognizes that the Disturbance Resolution model can be modified to accommodate additional advanced standing training techniques and weapons.
<i>Officers:</i>	“Officers” referenced in this policy means all sworn personnel regardless of rank or assignment.

<i>Pursuit:</i>	An active attempt by a law enforcement officer, on-duty in an authorized law enforcement vehicle to apprehend one or more occupants of a moving motor vehicle, providing the driver of such vehicle is aware of the attempt and is resisting apprehension by maintaining or increasing his or her speed or by ignoring the law enforcement officer's attempt to stop him or her.
<i>Due Regard:</i>	The degree of care that a reasonably careful person, performing similar duties, and acting under similar circumstances would show.
<i>True Emergency:</i>	A situation in which there is a high probability of death or serious injury or significant property loss, and action by an emergency vehicle operator may reduce the seriousness of the situation. (Source: State of Wisconsin EVOC Manual)
<i>Authorized Emergency Vehicle:</i>	Authorized Emergency Vehicles (Equipment): Department vehicles equipped with one or more flashing, oscillating or rotating red or red and blue lights and a siren. Authorized emergency equipment does not include flashing yellow lights or 4-way hazard lights on police vehicles although these lights may be used in conjunction with emergency lighting.
<i>Emergency Driving:</i>	Operation of a police vehicle using authorized emergency equipment in response to a <i>True Emergency</i> .
<i>Roadblock:</i>	A deliberate obstruction by physical means of a roadway for the purpose of stopping vehicles to inspect them or their contents or to interview or apprehend drivers or other occupants of the vehicle.
<i>Moving Roadblock:</i>	The use of one or more moving police vehicles to block the roadway and impede the continued movement of a vehicle traveling in the same direction.
<i>Fixed Roadblock:</i>	A full or partial roadblock established at a fixed point.
<i>Authorized Emergency Vehicle Exemption:</i>	The Town of Madison Police Department recognizes Wisconsin State Statute 346.03 Applicability of rules of the road to authorized emergency vehicles as the definition.
<i>Roadway:</i>	The Town of Madison Police Department recognizes Wisconsin State Statute 340.01(54) Words and Phrases Defined as the definition.
<i>Controlled Deflation Device:</i>	Equipment designed to be laid across a roadway or other path, which causes the pneumatic tires of a vehicle to deflate when a vehicle passes over it. The “Stinger” systems are the devices currently used by the Town of Madison Police Department.

IV PROCEDURE

- A. Use of Authorized Emergency Equipment on Police Vehicles
1. All department vehicles used for patrol and investigative purposes shall be equipped with authorized emergency equipment.
 2. A supervisor may authorize the use of vehicles not equipped with emergency lights or siren under unusual circumstances such as undercover or surveillance work where the use of a vehicle having this equipment may compromise the investigation. Officers utilizing such vehicles shall not drive in a manner that would otherwise require the use of emergency equipment.
 3. Officers shall use red, or red and blue, emergency lights and sirens whenever engaged in emergency driving or pursuit driving with the exception of gathering evidence of speeding violations or silent responses to felony in progress calls as authorized in state statutes and this policy.
 4. Emergency lighting alone may be used to effect a simple traffic stop. However, the siren shall be engaged if the target vehicle fails to respond, increases speed or otherwise fails to obey the initial signal to pull to the side of the road.
 5. Alternating headlights, 4-way hazard warning lights and the yellow flashing lights located on some overhead light bars may be used in conjunction with, but not in lieu of, authorized emergency lighting or equipment.
 6. "Take-down" spotlights, side "alley" lights and hand held spotlights may be used by officers at their discretion for visibility purposes but should not be used so as to blind or obstruct the vision of other motorists.
- B. Authorized Emergency Vehicle Exemptions to Traffic Laws
1. Section 346.03, Wis. Stats., permits authorized emergency vehicles to disregard certain traffic regulations when responding to an emergency call or when in pursuit of an actual or suspected violator of the law or when responding to, but not from, a fire alarm, subject to the conditions and guidelines listed below. The Town of Madison Police Department recognizes Wisconsin State Statute 346.03 in its entirety as the policy of this department with regard to Authorized Emergency Vehicle Exemptions to Traffic Laws.
Officers of the Town of Madison Police Department exercising an Authorized Emergency Vehicle Exemption to Traffic Laws are also required to operate a police vehicle in accordance with 346.03(5) which is listed as: *The exemptions granted the operator of an authorized emergency vehicle by this section do not relieve such operator from the duty to drive or ride with due regard under the circumstances for the safety of all persons nor do they protect such operator from the consequences of his or her reckless disregard for the safety of others.*

C. Emergency Driving

1. The decision to engage in emergency driving shall be based upon the totality of the circumstances known to the officer at the time the officer is responding to an incident. The officer must reasonably believe that the incident is a "True Emergency" as defined in the definitions of this policy.
2. An officer that decides to operate a police vehicle in emergency driving shall assess and consider the following factors at the time they engage in emergency driving:
 - a. Road, weather and visibility conditions.
 - b. Density of pedestrian and vehicular traffic.
 - c. The severity of the incident and/or offense to which the officer is responding.

D. Pursuit Driving

1. Initiation of Pursuits: An officer in an authorized emergency vehicle may initiate a police pursuit when the subject of the police pursuit is attempting to avoid apprehension.
2. Continuation of Pursuits: In determining whether or not to continue a police pursuit that has been justifiably initiated, an officer will assess and consider the following factors at the time the pursuit is initiated:
 - a. Whether continuation of the pursuit would likely create a danger to the public, officer or subject which is apparently greater than the value of apprehending the subject, due to such factors as, but not limited to, road conditions, weather conditions, density of population, severity of the crime and necessity of pursuit by vehicle.
 - b. Whether the vehicle's registration or the subject's identity has been established so that later apprehension may be accomplished and, in the officer's opinion, there is no apparent continuing need for immediate apprehension.
3. Termination of Pursuits: An officer should terminate a police pursuit under any of the following conditions:
 - a. When a supervisor orders termination.
 - b. When the continuing distance between the pursuing and fleeing vehicles is such that further pursuit is futile.
 - c. When the location of the pursued vehicle is unknown.
 - d. When the officer's vehicle or emergency equipment malfunctions.
 - e. When it is necessary to stop to render aid to one or more injured persons and no other unit is available to do so.
4. Pursuit Driving Techniques: An officer engaged in a police pursuit shall do all of the following:
 - a. Adhere to and apply all of the emergency vehicle driving techniques that the officer has been taught.

- b. Assess and reassess weather, roadway and traffic conditions throughout the duration of the pursuit and make changes in speed and following distance where appropriate.
- c. Consider and apply the officer's knowledge of the capabilities and limitations of his or her vehicle.
- d. Consider and apply the officer's knowledge of his or her individual abilities and limitations.
- e. Establish a position on the roadway and maintain sufficient maneuvering room to allow the officer to see and react to what may appear ahead.
- f. Maintain visual contact with subject of the pursuit and be alert to clues as to what the subject may do next.
- g. Be alert and prepared for road and traffic conditions that favor the subject of the pursuit.
- h. Try to end the pursuit as quickly as possible, while considering safety and using maximum caution.
- i. Remain alert for possible dangers, including the reactions of other drivers, and drive professionally, with good judgment and an awareness of the risks being taken.

E. Roadblocks and Intentional Ramming

1. Fixed or moving roadblocks or intentional ramming shall only be used as a last resort to stop a fleeing vehicle, and only under the following circumstances:
 - a. The occupant(s) of the vehicle are reasonably believed to have been involved in the commission of a dangerous felony involving the use or threatened use of deadly force; OR
 - b. The continuing manner of operation of the fleeing vehicle is creating a substantial risk of death or great bodily harm to the public that would not be alleviated by terminating the pursuit; OR
 - c. The occupant(s) of the fleeing vehicle pose a significant threat of death or great bodily harm to the public, for reasons unrelated to the pursuit, if not immediately apprehended.
2. Prior to the use of a roadblock, or the intentional ramming of a fleeing vehicle, officers shall make every effort to obtain permission from the supervisor assigned to monitor the pursuit.
3. If a fixed roadblock is to be established, a reasonable attempt shall be made to establish the roadblock in the following manner:
 - a. The presence of vehicular or pedestrian traffic, weather conditions, visibility, time of day and physical aspects of the roadway shall all be considered to choose a location that affords the greatest degree of safety.
 - b. The area chosen should be as well lighted as possible and all available means of additional lighting should be used, including, but not limited to, emergency equipment lighting, headlamps, 4-way hazard warning lights and flares to ensure the roadblock is readily seen.

- c. Police vehicles shall not be parked in a manner that blocks the roadway, thereby forcing a collision should the suspect fail to stop. Sufficient room shall be left to allow for an "escape route" for the eluding vehicle.
 - d. Roadblock locations shall be selected so as to provide approaching vehicles adequate time and distance to stop and avoid a collision. The location should be on a straight and level roadway with no sight obstructions.
 - e. Civilian vehicles or other private property shall not be used to establish a roadblock without the expressed permission of the supervisor assigned to monitor the pursuit and only then as a last resort.
 - f. All persons shall be removed from the area of the roadblock and all officers shall be located away from their parked vehicles to prevent injury to the officers should a collision occur.
 - g. The communications center shall be notified of the location of the roadblock, when it is being established and when it is removed.
 - h. Roadblocks shall be established for a minimum amount of time and shall be removed as soon as possible. The roadblock should be removed before its intended use if it becomes apparent the roadblock is creating an unreasonable hazard.
4. Moving roadblocks are extremely hazardous and shall not be used if high speeds are involved in the pursuit. Moving roadblocks may be used when low speeds, approximately 30 M.P.H. or less, are involved. The following factors shall be considered when establishing a moving roadblock:
- a. The presence of vehicular or pedestrian traffic, weather conditions, visibility, time of day and physical aspects of the roadway shall all be considered to choose a location that affords the greatest degree of safety to initiate a moving roadblock.
 - b. Emergency lighting and sirens shall be in operation and officers shall attempt to gradually initiate the moving roadblock to avoid a collision and give the suspect every reasonable opportunity to stop without striking a police vehicle.
 - c. Moving roadblocks shall be established for a minimum amount of time and shall be discontinued as soon as possible. A moving roadblock shall be terminated if it becomes apparent the roadblock is creating an unreasonable hazard to officers, citizens or the suspect.

5. The intentional ramming of a fleeing vehicle by an officer's vehicle is extremely hazardous to both the officer and the suspect and is generally prohibited except under the most serious of circumstances as described in paragraph E1., above.
 - a. Officers should not attempt to ram a fleeing vehicle except at lower speeds in situations involving the most serious of circumstances.
 - b. If ramming is to be attempted, the officer shall attempt to choose a location having the least possibility that pedestrians, other vehicles or fixed objects may be struck if the officer's or suspect's vehicle should lose control as a result of the ramming. The intent of ramming shall be to force the fleeing vehicle to stop or disable it, not to cause significant damage to the suspect's vehicle or injury to the suspect.

J. Controlled-Deflation Devices.

1. Restrictions on the use of controlled-deflation devices.
 - a. Controlled-deflation devices shall not be used to stop fleeing motorcycles unless the use of deadly force is warranted as described in the Use of Force policy.
 - b. No officer shall deploy a controlled-deflation device until he or she has been trained in the deployment of the controlled-deflation device.
2. Deployment of a controlled-deflation device
 - a. Officers deploying a controlled-deflation device should do so from a position of relative safety taking advantage of available cover and concealment.
 - b. The controlled-deflation device should be deployed sufficiently in advance of a fleeing vehicle to protect the deploying officer and prevent the suspect from seeing the unit deployed.
 - c. Deploying officers shall notify pursuing vehicles the location of the controlled-deflation device to ensure the safety of deploying and pursuing officers and citizens in the area. The location should be a straight and level roadway with adequate sight and stopping distance behind the area where the controlled-deflation device is deployed.

- d. Upon notification of a controlled-deflation device deployment, pursuing officers should maintain sufficient distance from the pursued vehicle to permit de-activation or removal of the device upon passage of the suspect vehicle.
- e. If another vehicle, other than the fleeing vehicle, runs over the activated controlled-deflation device, the officer shall:
 - 1. Obtain assistance for the citizen to effect repairs, if possible;
 - 2. Provide an explanation to the citizen of the reason for the controlled-deflation device use and the procedure for filing a claim for damage to their vehicle.
 - 3. Notify a supervisor of the situation and document the damage in the offense report for the incident.
 - a. The deploying officer will be responsible for checking the condition of the controlled-deflation device after use, including replacement of missing spikes.
 - 4. Controlled-deflation devices may also be used prevent a vehicle from being moved by a suspect attempting to flee a scene.

K. Multi-jurisdictional Pursuits

- 1. Pursuits initiated by this agency.
 - a. Officers of this department may continue a pursuit initiated in the Town into another jurisdiction.
 - b. Officers continuing a pursuit into another jurisdiction shall continue to comply with all applicable statutes and the provisions of this policy.
 - c. Upon leaving the Town of Madison, officers may request assistance from the jurisdiction they are entering. An on-duty supervisor for the entering jurisdiction shall determine whether, and the extent to which, the agency's officers will become involved.
 - d. Officers pursuing into another jurisdiction should be mindful of unique circumstances/hazards present in the area and should be alert to information provided by the

communication center or local officers regarding such circumstances/hazards.

- e. The supervisor of the jurisdiction being entered may request termination of the pursuit. Officers shall consider such a request in addition to all other factors present in this policy when making a decision to continue or terminate the pursuit. Final decision regarding termination rests with the officers involved and/or the Town of Madison PD supervisor monitoring the pursuit.

2. Other Agency Pursuits entering this Jurisdiction.

- a. Officers of this department may assist other agencies that enter the Town of Madison while in pursuit of a fleeing vehicle in a manner consistent with pursuit guidelines and procedures established in this document.
- b. The on-duty officers shall notify pursuing units of circumstances that may constitute safety hazards, such as special events, road construction, or other unique conditions (if possible). The on-duty officers may request the pursuing agency to terminate the pursuit, though the final decision remains with the pursuing agency.
- c. If a pursuit by another agency enters the Town of Madison and then begins to leave the Town of Madison, officers of this agency shall generally not continue in pursuit. Officers may continue only under the following circumstances: the pursuit meets department criteria for continuation and the initiating agency is no longer able to continue the pursuit, the initiating agency requests further assistance or when so directed by a supervisor.

L. Operational Review of Pursuits

- 1. The Chief of Police or his/her designee shall review all pursuit situations involving Town of Madison police officers.
- 2. For the purpose of this operational review, a pursuit shall be defined as any violation meeting the criteria established in Sec. 346.04(3), Wis. Stats., regardless of whether the violator is charged with that offense.
- 3. It shall be the responsibility of the Patrol Sergeant to prepare and submit to the Chief of Police a memorandum containing the specific details of the pursuit situation.

4. The Patrol Sergeant, with the assistance of the officer(s) involved, shall also complete the state mandated “Wisconsin Law Enforcement Pursuit Report” and submit it to the Chief of Police. The Patrol Sergeant will be responsible for compilation and submission of the pursuit report to the state Department of Transportation.

M. Vehicle Escorts, Emergency and Non-emergency.

1. Absent exceptional circumstances, escorts of emergency vehicles by emergency vehicles of this department are prohibited. Officers may stop traffic at intersections or otherwise control the movement of traffic to assist the passage of the emergency vehicle.
2. Circumstances that might warrant escorts of an emergency vehicle are those in which the risk to life would be greater if the escort were not provided. An example might involve escorting an ambulance with a seriously ill patient that lost all or part of its emergency equipment or is not from the immediate area and does not know the location of the medical facility.
3. Escort of Civilian Vehicles in Medical Emergencies.
 - a. Escorting civilian vehicles under emergency circumstances is an extremely dangerous practice and is not authorized.
 - b. Officers who encounter situations where medical transport is needed shall immediately render first aid, as appropriate, and shall summon medical assistance and transport, if needed. If the operator of a civilian vehicle refuses to wait for medical transport and prompt medical assistance is needed, the officer may lead the civilian vehicle to the nearest medical facility but shall not use emergency equipment, shall obey all traffic regulations and shall take the most direct route.
 - c. Officers shall not convey injured or ill persons to a medical facility for treatment in department vehicles unless there are exceptional circumstances. While officers cannot force persons to obtain medical assistance or accept medical transport, except in limited circumstances, officers shall encourage persons to accept these services and shall provide all necessary assistance until the emergency medical services arrive at the scene.
4. Escort of Non-emergency Vehicles.
 - a. Requests for routine, non-emergency escorts of dignitaries, oversized vehicles, parades, special events or hazardous or

unusual cargo shall be directed to the Chief of Police for approval.

- b. Approval for escort services should be based on the following criteria:
 - 1. Security considerations such as when a dignitary, diplomat, or demonstration involving sensitive issues is involved.
 - 2. Potential for disruption of traffic or danger to pedestrians if an escort is not provided.
 - 3. Size of vehicles involved, route of travel, time of day and anticipated traffic conditions including the possibility of changing the route or time frame to avoid such conditions and the need for an escort.
 - 4. The availability or adequacy of private escort vehicles.
 - 5. Any other factors that would indicate the need for a police escort or assistance.



Town of Madison Police Department

Interdepartmental Memorandum

TO: All Sworn Personnel

FROM: Chief Gregory

DATE: January 1, 2005

SUBJECT: Pursuit reports

=====

As some of you may be aware the Department is required to report all motor vehicle police pursuits to the State. This came in effect due to 1997 Wisconsin Act 88.

When an officer is involved in a pursuit please forward the report to Sgt. Withee. Make sure the below information is in the report. If we assist another agency that is involved in a pursuit, a dictated report will need to be completed with the below information in the report.

The information needed to complete the report is as follows:

1. Pursuit Date, Pursuit Time – Initiated and Terminated
2. Our involvement (Initiation of Pursuit, Primary Pursuit Vehicle or Assist Other Agency)
3. Pursuit Distance and Maximum Speed (primary unit only)
4. Location pursuit initiated and terminated
5. Reason for Commencing Pursuit (Choices are; Ordinance violation, Traffic violation, Criminal Traffic violation, Misdemeanor violation, Felony, Wanted person, Other)
6. Termination (choices; Terminated by law enforcement, crash – during active pursuit, crash – after pursuit terminated, Violator stopped on own accord, Violator vehicle failure, violator escape, Other)
7. Outcome of Pursuit (Identify WI statutes that operator was charged with and whether the charge was known at time of pursuit or discovered later)
8. Crash info: (Deaths, injuries, property damage and estimated amount)

Town of Madison Police Dept.	Title: Strip Searches		
Effective Date: January 1, 2005	Number: 002	No. Pages: 2	Special Instructions: Replaces P003 dated 06/20/03
Reference: § 968.255		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Strip Searches	

I. PURPOSE

The purpose of this policy is to state the guidelines under which Department personnel may perform strip searches of detained persons.

II. POLICY

It is the policy of the Department to safeguard the rights of all persons. The strip search of a person detained in compliance with state statutes constitutes an invasion of a person's privacy, and must meet the special criteria as enumerated in state law. This policy narrowly regulates the manner in which strip searches can be performed.

III. DEFINITIONS

Detained - Means any person arrested for a felony, arrested for certain misdemeanors as defined in sec. 968.255(1)(a) Stats., a child taken into custody under sec. 48.19, Stats. for an alleged act that if committed by an adult would permit a strip search under the aforementioned criteria, and any arrest not previously covered where there is probable cause to believe the person is concealing a weapon or thing which may constitute evidence of the offense for which the person is detained.

Strip Search - A search in which a detained person's genitals, pubic area, buttock or anus, or a detained female person's breast, is uncovered and either is exposed to view or is touched by a person conducting the search.

IV. PROCEDURES

A. Conditions under which a strip search may be performed

1. The person to be searched must be a detained person;
2. The person conducting the search is of the same sex as the detained person, unless the search is a body cavity search, which must be conducted by a state licensed physician, physician assistant or registered nurse;

3. The detained person is not exposed to the view of any person not conducting the search;
4. The search shall not be reproduced through visual or recorded means;
5. The person conducting the search has obtained the prior written permission of the Sheriff and/or Chief of Police or his or her designee, unless there is probable cause to believe that the detained person is concealing a weapon;
6. A person conducting the search prepares a report identifying the person detained, all persons conducting the search, the time, date, and place where the search was conducted, and the written authorization of the Sheriff or Chief of Police or his or her designee.
 - a. A copy of this report shall be provided to the person being detained.
 - b. A copy of this report shall also accompany the officer's incident report and shall be forwarded to the Chief of Police as soon as possible.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Use of Force		
Effective Date: January 1, 2005	Number: 003	No. Pages: 10	Special Instructions: Replaces P004 dated 06/20/03
Reference: 018 Baton , 019 Firearms , 020 Kinetic Energy Projectiles , 021 OC Spray , 022 Taser , Training & Standards DAAT Training Guide		Distribution: All Personnel	
Reevaluation Date: December 1, 2005		Index as: Use of Force, DAAT, Disturbance Resolution	

I. Purpose

The purpose of this policy is to provide law enforcement officers of this agency with guidelines for the use of deadly and non-deadly force.

II. Policy

It is the policy of the Town of Madison Police Department that officers will use only the force that reasonably appears necessary to bring an incident under control effectively while protecting the lives of the officers and others, as well as protecting the constitutional rights of each individual. An officer's use of force must be objectively reasonable. The officer must use only that force which a reasonably intelligent and well-trained police officer would use under the same or similar circumstances. Officers may escalate their use of force when a lower force option has failed, or when a lower force option would be clearly ineffective. Officers may use force legitimately when it is needed to achieve control in five specific situations:

1. Maintain control of resistive subjects
2. Detain persons reasonably suspect of criminal behavior
3. Make lawful arrests
4. Defend themselves or others
5. Prevent escape.

The Town of Madison Police Department recognizes Wisconsin's system of Defensive and Arrest Tactics (DAAT) as the standard for the use of force in the state of Wisconsin. The department also recognizes that this is a recruit level standard, and that advanced standing training in techniques outside of Wisconsin's DAAT system may be authorized, provided the techniques and tactics are found to be objectively reasonable. The Town of Madison Police Department recognizes that in certain

confrontations where an officer's safety is in jeopardy, techniques outside of Wisconsin's DAAT system may be used. When an officer of the Town of Madison Police Department uses force as part of their law enforcement duties, their use of force must fit into one of these categories:

1. Trained technique
2. Dynamic application of a trained technique
3. Technique not trained, but justifiable under the circumstances.

III. Definitions

Deadly Force: The intentional use of a firearm or other instrument, the use of which would result in a high probability of death.

Non-Deadly Force: The use of any weapon or instrument, or any other action by the officer, which does not fall under the definition of deadly force, but could result in bodily harm.

Great Bodily Harm: A 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.

Objectively Reasonable: This term means that, in determining the necessity for force and the appropriate level of force, officers shall evaluate each situation in light of the known circumstances. This includes, but is not limited to the severity of the alleged crime at issue, whether the suspect poses an imminent threat to the safety of officers and/or others and whether the suspect is actively resisting or attempting to evade arrest by flight.

Privilege: The Town of Madison Police Department recognizes Wisconsin State Statute **939.45 Privilege** as the definition.

The concept of *privilege* is very important. What it means is that as a law enforcement officer, if you are acting in good faith and seeking to achieve legitimate law enforcement objectives (including making arrests), you can legally use force *that could otherwise be considered a criminal act*. Naturally, if you use force for some unauthorized purpose—such as to retaliate against someone—your use of force is *not* privileged, and you may be subject to criminal charges.

(Source: State of Wisconsin DAAT Manual)

Self Defense and defense of others: The Town of Madison Police Department recognizes Wisconsin State Statute **939.48 Self- defense and defense of others** as the definition.

Disturbance Resolution: The Town of Madison Police Department uses the Disturbance Resolution model as provided by the State of Wisconsin in the DAAT Manual as the model in which Deadly and Non-Deadly Force is used. The Town of Madison Police Department also recognizes that the Disturbance Resolution model can be modified to accommodate additional advanced standing training techniques and weapons.

Officers: “Officers” referenced in this policy means all sworn personnel regardless of rank or assignment.

IV. Procedure

A. Use of Deadly Force

1. The definition of subject behavior that justifies an officer’s use of deadly force is any behavior that an officer reasonably believes has caused or imminently threatens to cause death or great bodily harm to you or another person or persons. (Source: State of Wisconsin DAAT Manual)

- a. Imminent (Source: State of Wisconsin DAAT Manual)

The word imminent means, “about to happen.” For a subject’s threat to be considered imminent, it must meet three criteria:

- 1) Intent
- 2) Weapon
- 3) Delivery system

- b. Preclusion (Source: State of Wisconsin DAAT Manual)

An officer may use deadly force to respond to behavior, but only if no other reasonable option is available (Preclusion). Deadly force is a last resort. An officer must be able to articulate that, if possible, they attempted to escalate through other modes and tactics, and that all options except deadly force had failed, or would have been clearly ineffective. This law enforcement agency recognizes that in many deadly force situations, an officer will not have the time or the ability to try other force options.

- c. Target Requirements (Source: State of Wisconsin DAAT Manual)

If an officer has determined that they face a threat that meets the requirements to permit the use of deadly force, and they have decided to shoot, they must still fulfill three target requirements:

- 1) Target acquisition
- 2) Target identification
- 3) Target isolation.

One exception to the requirement for target isolation is called the greater danger exception. Essentially, this exception allows an officer to shoot without target isolation if the consequences of not stopping the threat would be worse than the possibility of hitting an innocent person.

WITH A SUBJECT PRESENTING AN IMMINENT THREAT OF GREAT BODILY HARM OR DEATH TO THE OFFICER OR OTHERS AND OTHER INTERVENTION OPTIONS BEING EXHAUSTED OR CLEARLY INEFFECTIVE, THE TOWN OF MADISON POLICE DEPARTMENT DIRECTS ITS OFFICERS TO STOP THE SUBJECT'S ACTIONS BY USING DEADLY FORCE.

2. Use of Deadly Force to Prevent Escape

Officers are authorized to use deadly force to prevent the escape of a fleeing violent felon whom the officer has probable cause to believe will pose a significant threat of death or greatly bodily harm to the officer or others. Where practicable prior to the discharge of the firearm, officers shall identify themselves as law enforcement officers and state their intent to shoot.

3. Deadly Force Restrictions

- a. Officers may use deadly force to destroy an animal that represents a threat to officer safety, public safety, or as a humanitarian measure when the animal is seriously injured, when the officer reasonably believes that deadly force can be used without harm to the officer and others.
- b. Firearms may be drawn for use in situations where it is anticipated that they may be actually required.
- c. An officer shall never threaten to use deadly force unless he/she would be justified under this policy to use such force.

- d. Decisions to discharge a firearm at or from a moving vehicle shall be governed by the use-of-force policy and are prohibited if they present an unreasonable risk to the officer or others.
 - e. Officers are prohibited from firing warning shots.
4. Deadly-Force Weapons
- a. Officers are required to carry a firearm (service pistol) while on duty in either uniformed or investigative assignments subject to the firearms policy.
 - b. Officers may carry a firearm (service pistol) off-duty at their option subject to the firearms policy.
- B. Use of Non-Deadly Force
- 1. Where deadly force is not authorized, officers may use only that level of force that is objectively reasonable to bring an incident under control.
 - 2. The purpose for the use of force is to gain control in pursuit of a legitimate law enforcement purpose.
 - 3. At any time, if the level of force you are using is not effective to gain control, you may disengage or escalate to a higher level of force to gain control.
 - 4. Once you have gained control of a subject, you must reduce the level of force needed to maintain control.
 - 5. Officers are not permitted to carry as part of their duty gear any weapon unless it has been authorized by the Chief of Police and the officer is qualified in its proficient use as determined by training procedures.
 - 6. Officers are required to carry at least one non-deadly force weapon while on duty in either uniformed or investigative assignments.
 - 7. The following non-deadly weapons are authorized:
 - a. Oleoresin Capsicum – OC Chemical Spray
 - 1) Officers are required to carry department-issued OC spray. (See Oleoresin Capsicum (OC) Chemical Agents Policy)
 - b. Conducted Energy Weapon (See Conducted Energy Weapon policy)

- c. Expandable/Straight Baton
 - 1) Only department authorized Expandable and Straight Batons are authorized (see Impact Weapons (Baton) Policy)
- d. Kinetic Energy Impact Munitions Shotgun System (See Kinetic Energy Impact Projectiles policy.)
- e. Police Service Dogs (See Police Service Dog procedure.)

C. Training

In addition to training required for firearms qualification, officers shall receive agency-authorized training designed to simulate actual shooting situations and conditions and, as otherwise necessary, to enhance officer's discretion and judgment in using deadly and non-deadly force in accordance with this policy.

D. Use of Force Reporting

1. Definition

Use of Force: For the purposes of this document, use of force is the amount of effort required by police to gain compliance from a person. Except as noted below, this includes any use of force occurring while the officer is acting in an official law enforcement capacity. This includes undercover, plainclothes, or uniform assignments whether on or off duty.

2. Procedures

A. Responsibility for Reporting Use of Force

- 1. Officers shall immediately notify a supervisor and the Chief of Police of any incident when the use of force results in death or injury to a suspect or officer.
- 2. Officers shall write an incident report and document their use of force whenever the officer's Intervention Options are at the level of escort hold/handcuffing or higher is used.

3. It is not necessary for an officer to write a report every time they un-holster their firearm (i.e. room clearing, alarms, etc.) A report is necessary when an officer points his /her firearm and a show of force is directed toward a subject. In cases involving a High Risk Vehicle Contact, the officer initiating the contact is responsible for a written report documenting the show of deadly force directed at a subject. A report is also required when a firearm is discharged outside of the range.
4. Each officer who uses force in an incident shall submit a separate set of details.
5. All use of force reports will document all Approach Considerations, Intervention Options and Follow-Through Considerations as explained in Wisconsin's DAAT system. (See DAAT training manual) Officers are encouraged to utilize the Use of Force Documentation Checklist when writing a use of force report.
6. Upon completion of the report the officer will attach the report to the incident reporting documents for routing. Clerical staff will separate and route the Use of Force report according to the distribution list on the face of the report.

B. Supervisory Responsibility

1. A supervisor shall be immediately summoned to the scene and shall comply with investigative procedures as required by the Department in the following situations:
 - a. When a firearm is discharged outside of the firing range, except when dispatching a sick or injured animal.
 - b. When any use of force results in death or serious injury.

- c. When a subject complains that a serious injury has been inflicted OR an officer observes, or is otherwise made aware of, substantial or life-threatening injuries to the subject.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

DISTURBANCE RESOLUTION

(Approved by the DAAT Advisory Committee January 16, 2002)

1) Approach Considerations

- | | |
|------------------------|--|
| A. Decision-making | Justification |
| B. Tactical Deployment | Justification
Control of distance
Positioning
Team Tactics |
| C. Tactical Evaluation | Threat assessment opportunities
Officer/subject factors
Special circumstances
Level/stage/degree of stabilization |

2) INTERVENTION OPTIONS

Mode	Tactic	Purpose
A. Presence	Professional Presence	To present a visible display of authority
B. Dialog	Tactical Communication	To verbally persuade
C. Empty Hand Control	Escort Holds	To safely initiate physical contact
	Compliance Holds	To overcome passive resistance
	Oleoresin Capsicum (O.C.) Aerosol Spray	To overcome active resistance or its threat
	Conducted Energy Weapon Advanced, M26 or X26 TASER (Trained officers only)	To overcome active resistance or its threat
	Passive Countermeasures	To decentralize
	Active Countermeasures	To create dysfunction
D. Intermediate Weapon	Incapacitating techniques	To cause the immediate, temporary cessation of violent behavior
	Impact Weapons	To impede a subject
E. Deadly Force	Kinetic Energy Impact Projectiles	To impede a subject
	Firearm	To stop the threat

3) Follow-Through Considerations

- | | |
|----------------------|--|
| A. Stabilize | Application of restrains, if necessary |
| B. Monitor/Debrief | |
| C. Search | If appropriate |
| D. Escort | If necessary |
| E. Transport | If necessary |
| F. Turn-over/Release | Removal of restrains, if necessary |

TOWN OF MADISON POLICE DEPARTMENT

USE OF FORCE REPORT

PERSON

(circle)

ANIMAL

Case # _____ Date _____ Time _____

Officer _____

EMPTY HAND CONTROL

1. Passive Countermeasures

Decentralization Techniques (physically force to the ground)

2. Active Countermeasures

Vertical Stuns

Focused Strikes

Hand Strikes

Elbow/Forearm Strikes

Kicks

Knee Strikes

3. OC (used by)

Officer

4. Taser X26# _____

Touch Stun Mode

Cartridge Discharge Mode

5. Other Technique (justified given circumstances)

Describe _____

INTERMEDIATE/IMPACT WEAPON

Straight Baton

KINETIC ENERGY IMPACT PROJECTILE WEAPONS

12 GA. Bean Bag Flexible Projectiles

DEADLY FORCE

Firearm used

Make _____ Model _____ Serial No. _____

Other Deadly Force (describe) _____

INJURY REQUIRING MEDICAL ATTENTION (excluding OC decontamination)

1. Officer(s) Yes No Yes Explain _____

2. Subject(s) Yes No Yes Explain _____

CC: Offense report (white)
Chief of Police (yellow)
Administrative Sgt. (pink)
Patrol Sgt. (gold)

Town of Madison Police Dept.	Title: Complaint Review		
Effective Date: January 1, 2005	Number: 004	No. Pages: 4	Special Instructions: Replaces P008 dated 06/20/03
Reference: 62.13(5) , 66.0511(3) , 946.66 , 946.68, Articles of Conduct		Distribution: All Personnel	
Reevaluation Date: December 1, 2005		Index as: Complaint Review, Citizen complaint, Complaint Against Officer	

I. PURPOSE

The purpose of this policy is to inform all sworn employees of departmental procedures for addressing complaints of misbehavior and misconduct. This policy does not supersede applicable laws, statutes, ordinances or rules of the State of Wisconsin, Town of Madison, or Town of Madison Board of Police and Fire Commissioners.

II. POLICY

It is the policy of this department to investigate all complaints of alleged officer misbehavior or misconduct to determine whether the allegations are valid or invalid and to take appropriate action.

III. PROCEDURES

A. Bases for Disciplinary Action

1. Officers may be subject to discipline for just cause, including, but not limited to, the following:
 - a. A violation of local, state or federal law;
 - b. Conduct unbecoming an officer;
 - c. Incompetence;
 - d. A violation of written or verbal departmental rules, policy, procedure, practice or orders;
 - e. Nonfeasance;
 - f. Insubordination;
 - g. Failure to perform or improper performance of official duties;
 - h. Other conduct which is reasonably subject to disciplinary action

B. Role of Sworn Officers

1. It shall be the duty of all personnel to report allegations of employee misbehavior or misconduct to any supervisor.
2. Any member of this Department, sworn or civilian, who fails to or refuses to report employee misbehavior or misconduct shall be subject to disciplinary action up to and including dismissal from the Department.

3. No member of the Department who is the subject of a misbehavior or misconduct complaint shall intentionally take any action against the complainant in retaliation for filing the complaint. Any employee who retaliates against another as a result of the filing of such complaint shall be subject to disciplinary action up to and including dismissal from the Department.

C. Complaints

1. All complaints pertaining to departmental policies or procedures or that allege officer misbehavior or misconduct shall be documented and investigated by the department.
 - a. Complaints may be given in person, in writing, over the telephone, or via other electronic means (e-mail).
 - b. Anonymous complaints will be accepted for investigation; however, the department reserves the right to abridge these procedures or standards to reasonably act on or decline to act on anonymous complaints to the extent appropriate.
2. Complaints shall be accepted by all sworn members of the department who are approached for assistance. Complaints shall be forwarded to any supervisor by the officer taking the complaint as soon as practicable.
3. Supervisors who accept complaints shall document receipt of the complaint in writing as soon as practicable. Supervisors may attempt to resolve a complaint by an exploration of departmental policies and procedures, where applicable. Attempts to resolve complaints shall be noted on the complaint form.
4. Complaint investigations shall be completed within a reasonable amount of time.
5. Complainants shall be advised of the departmental procedures for the processing and investigation of complaints.
6. Complainants shall be advised as to the status of their complaint.
7. Complainants shall be informed that they may file charges independent of the department directly with the Town of Madison Board of Police and Fire Commissioners.
8. Any person making a false complaint regarding the conduct of a law enforcement officer is subject to a Class A forfeiture (see § 946.66 Wis. Stats.)

D. Supervisor Investigation

1. Upon becoming aware of or receiving notification of potential misbehavior or misconduct of a department officer, or being assigned a complaint for investigation, a supervisor shall begin an investigation of such allegations.
2. The supervisor's investigation shall include, but not be limited to, interviewing complainants, witnesses and officer(s) involved in the

complaint and securing all relevant evidence to the extent appropriate and necessary to the investigation.

- a. If at any time throughout the supervisor's investigation it appears that there may be probable cause to believe the subject(s) of the investigation have committed a violation of the law, the investigating supervisor shall immediately notify the Chief of Police.
 - b. The Chief of Police shall make a determination whether to initiate a criminal investigation, and whether the criminal investigation is to occur concurrently or consecutively with the internal investigation.
3. Upon completing the investigation, the supervisor shall forward to the Chief of Police the following:
- a. A report of the alleged violation;
 - b. All documents and evidence relating to the investigation;
 - c. Recommendations for further investigation or other disposition of the case (i.e. referral to the district attorney);
 - d. Recommendations for disciplinary action (if applicable).

E. Officer Rights During an Internal Investigation

1. Officers shall be subject to:
 - a. Section § 62.13 Wis. Stats.; and
 - b. Procedures adopted by the Town of Madison Board of Police and Fire Commissioners.

F. Chief of Police Action

1. Upon receipt of a completed internal investigation by a supervisor, where appropriate, the Chief of Police shall make a determination if further investigation is needed and, if necessary in the discretion of the Chief, order such investigation.
2. After completion of all investigations, the Chief of Police shall review the investigation along with all supporting evidence, and shall give final approval of the disposition of the complaint. The following dispositions, or other appropriate disposition, may be given:
 - a. Sustained: Evidence sufficient to prove allegations.
 - b. Not Sustained: Insufficient evidence to either prove or disprove allegations.
 - c. Exonerated: Incident occurred but was lawful or proper.
 - d. Unfounded: Allegation is false or not factual.
3. Upon final approval, the Chief of Police shall ensure delivery and service of the disposition, including any disciplinary recommendation, to the officer named in the complaint.

G. Discipline with Charges – Suspensions, Demotions or Dismissals

1. When disciplinary action results in demotion or dismissal, the Chief of Police shall file a formal Statement of Charges with the Board of Police and Fire Commissioners. When disciplinary action results in a suspension, the Chief of Police shall file a Statement of Charges with the Board if the officer requests a hearing to the extent required by law.
2. The Statement of Charges shall include the following to the extent appropriate and necessary:
 - a. A statement of the alleged acts or omissions;
 - b. The dates and places where the alleged acts or omissions occurred;
 - c. The particular rule(s) alleged to have been violated;
 - d. Request for Hearing before the Police and Fire Commission; and
 - e. The recommended disciplinary action.
3. The Chief of Police or designee shall ensure that the accused officer(s) be served with the charges in accordance with § 62.13(5)(d) Wis. Stats..

H. Police and Fire Commission Hearing

1. Hearing proceedings shall comply with the rules set forth in § 62.13(5) Wis. Stats., and the applicable rules of the Board, as follows:
 - a. The officer may obtain a representative for the hearing;
 - b. The officer may present evidence and witnesses on his or her behalf;
 - c. The officer may cross-examine adverse witnesses;
 - d. The proceedings shall be recorded or transcribed;
 - e. Witnesses shall testify under oath, when authorized by law; and
 - f. The hearing shall be open to the public in accordance with all applicable state laws.
- I. Review – An officer may seek review of any decision of the Board of Police and Fire Commissioners as provided by state law.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Dear Citizen:

Any citizen may file a complaint against the police department or any of its members. Complaints can be filed if you believe a police officer employed by the Town of Madison has violated a department rule, town ordinance, state or federal law, or standards of acceptable conduct. This letter is to advise you of the procedure to follow and what will happen after your complaint is filed.

Any person filing charges against any member of the police department must file the original copy of the complaint with the Chief of Police, unless the complaint is filed against the Chief, in which case the complaint will be filed with the Chairperson of the Police and Fire Commission.

I encourage you to submit the complaint in writing and to use the enclosed citizen's Complaint Form. The complaint should include the following: information on the person filing the complaint, witnesses (if any), name or other identification of the person being complained about, the fact which give rise to the complaint including the date and time of the alleged offense and the signature of the individual filing the complaint. Please include as much information as possible when completing the Complaint Form.

The complaint will then be reviewed by the Chief of Police and assigned to a supervisor who will conduct an investigation. The Chief of Police will take appropriate action based on the findings of the investigation. The person filing the complaint will then be notified in writing as to the result. The Chief of Police will then brief the Police and Fire Commission on the results of the investigation and that action taken.

The complainant or officer may request the Police and Fire Commission to hold a hearing to review any action taken as a result of the investigation. Hearings will be conducted according to the rules of the Police and Fire Commission and the Wisconsin State Statutes.

If you desire assistance in completing the Complaint Form, please contact the Town's administration office or police department for assistance.

Sincerely,

Scott T Gregory
Chief of Police

Town of Madison Police Department Complaint Form

Complaint Number: _____
(completed by Chief of Police)

This complaint is filed pursuant to Section 62.13(5)(b), Wisconsin Statutes, permitting charges to be filed against a police officer. Charges may be filed by the Chief of Police, the Board of Police and Fire Commissioners (“Board” or “PFC”) or any of its members, or by an aggrieved person. If you have any questions concerning the police department, please contact us at (608) 210-7262 or via our web site:
<http://www.town.madison.wi.us/>.

When you have finished completing the form, please return to:

Town of Madison Police Department
Attn: Chief of Police
2120 Fish Hatchery Road
Madison, WI 53713

OR

Town of Madison Board of Police and
Fire Commissioners
Attn: Board President
2120 Fish Hatchery Road
Madison, WI 53713

COMPLAINANT INFORMATION		
Name:		
Age:	Date of Birth:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
Address		
Home Phone		Work Phone
Best Time(s) to Call:		

OFFICER INFORMATION		
Name:		
Age (approximate)	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Race:	Height:	Weight:

Complainant Signature	Date	Time
-----------------------	------	------

(PLEASE COMPLETE OTHER SIDE OF THIS FORM)

COMPLAINT / STATEMENT OF CHARGES	
Describe the actions of the person(s) you identified in this complaint that you believe violates a department rule, town ordinance, state or federal law, or standards of acceptable conduct. Be as specific as possible. Use additional sheets if you need more space.	

SPECIFICATION OF VIOLATION	
Cite the departmental rule, town ordinance, state or federal law, or standard of acceptable conduct you believe the person identified in the complaint violated.	

OTHER INFORMATION: Witness names, addresses, phone numbers, etc	

Important Information:

Wisconsin State Statute 946.66 reads: Whoever knowingly makes a false complaint regarding the conduct of a law enforcement officer is subject to a Class A forfeiture.

Town of Madison Police Dept.	Title: Police Records		
Effective Date: January 1, 2005	Number: 005	No. Pages: 5	Special Instructions: Replaces P011 dated 06/20/03
Reference: §§ 19.31 , and 938, 064 Media Releases		Distribution: All Personnel	
Reevaluation Date: December 1, 2005		Index as: Police Records, Open Records, Records Request	

I. PURPOSE

To provide guidelines for the custody, security and delivery of official Town of Madison Police Department records or information.

II. POLICY

It shall be the policy of the Town of Madison Police Department to presume complete public access to police department records consistent with the business of the department. Denial of public access to records will be the exception and may only be done in accordance with this policy. (Wis. Stat. §19.31)

III. DEFINITIONS

Custodian - The Chief of Police is the legal custodian for Police Department records. The Chief of Police may designate a deputy legal custodian.

Person authorized by the individual - The parent, guardian, legal custodian of a child; the guardian of an individual adjudged incompetent; the personal representative or spouse of an individual who is deceased or any person authorized, in writing, by the individual to exercise the rights granted in this policy.

Personally identifiable information - Information that can be associated with a particular individual through one or more identifiers.

Record - Any material on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by the police department. Record includes, but is not limited to: police reports, photographs, evidence receipts, computer generated information (such as e-mail), and film. Record does not include: notes, preliminary computations and like materials prepared for the originator's use or prepared by the originator in the name of a person for whom the originator is working. Drafts may be considered to be open records in some situations. Requests for drafts should be reviewed by competent legal counsel prior to release.

Requestor - Any person who requests inspection or copies of a record, except a committed or incarcerated person, unless the person requests inspection or copies of a record that contains specific references to that person or his or her minor children for whom he or she has not been denied physical placement, and the record is otherwise accessible to the person by law.

IV. PROCEDURES

A. Adoption of Procedures

1. The Town of Madison Police Department hereby adopts and prominently displays to the

public the following information concerning access to records:

- a. A description of the organization; and
- b. Established times and place(s) where requestors may obtain access to records, and
- c. Costs of records.

B. Physical Security and Access to Records

- 1. Physical access to Town of Madison Police Department records shall be limited to:
 - a. Police department employees; and
 - b. Municipal Court Clerk; and
 - c. Other Town of Madison employees as designated by the Chief of Police.
- 2. Employees shall not reveal police information except as provided in department policy or required by law or other competent authority.
 - a. Information considered confidential includes, but is not limited to:
 - 1) information contained in police reports that are not public records; and
 - 2) information contained in other official correspondence that are not public records; and
 - 3) names of informants.
 - b. Indiscriminate and unauthorized disclosure of non-public information reflects gross misconduct and is subject to disciplinary action.
- 3. Agencies/Individuals with Full Access (includes pending and juvenile cases) to reports WITHOUT CHARGE:
 - a. District Attorney's Office
 - b. Dane County Human Services
 - c. Probation & Parole
 - d. Community Corrections
 - e. Other Police Departments
 - f. Office of the Corporation Counsel
 - g. Victim – Witness Requests
 - h. Guardian ad Litem
- 4. Agencies with access to closed adult cases WITHOUT CHARGE:

- a. Community Development Authority – Community Housing
 - b. Family Court Counseling
- 5. Other Agencies subject to public records availability WITH CHARGES:
 - a. Public Defender's Office
- C. Separation of Juvenile Criminal Records and Adult Criminal Records
 - 1. Juvenile criminal records shall be kept physically separate from adult criminal records and are subject to disclosure only according to the Juvenile Record Policy maintained by the Department.
- D. Procedures and Criteria for Release of Department Records
 - 1. General Information
 - a. Requests for records shall be filled or denied as soon as practicable upon receipt of the request and shall be given high priority. Typically, the Department shall attempt to answer or acknowledge a request for records within 10 days of receipt of the request.
 - b. Requests may be made orally or in writing.
 - 1) Person(s) making requests are not required to:
 - a) identify themselves; or
 - b) state the purpose for their request of records.
 - 2) Persons making requests may be asked to identify themselves and/or state the purpose for their request. However, refusal of the requestor to answer these questions is NOT a reason to deny release of records.
 - c. Requests are deemed sufficient if they reasonably describe the requested record or the information requested.
 - 1) Requests for records without a reasonable limitation as to subject matter or length of time represented by the record are not sufficient.
 - d. Requestors shall be given the option to inspect or copy public records.
 - e. The Department is required to provide facilities to any person comparable to those used by employees to inspect, copy and abstract the record during established office hours.
 - f. The Department is not required to purchase or lease special equipment or to provide a separate room for inspection, copying or abstracting of records.
 - g. Partial release of records are permitted where any portion of the requested record is deemed to be public information. Information that is not subject to disclosure shall be redacted from the record prior to release.
 - h. At the discretion of Department personnel or when necessary, requests for information may be forwarded to the Department Records Custodian.

- i. If a requestor makes a request for a record that does not or no longer exists, the requestor shall be informed as soon as practicable.
 - j. Records held for other agencies are considered to be official police department records and are subject to release per this records policy. Example: Sheriff's office records created as a result of assisting the Town of Madison Police Department with a homicide investigation.
 - k. Standing or ongoing requests for records shall be honored to the extent possible with consideration for use of resources as determined by the records Custodian.
2. Release of Records Containing Personally Identifiable Information
- a. Unless prohibited by law, a requestor has a right to inspect or copy any records, including those containing personally identifiable information.
 - b. The requestor may be an individual who is the subject of a Department record containing personally identifiable information; or, the requestor may be a person who is authorized by the individual who is the subject of a Department record containing personally identifiable information.
 - c. Procedure
 - 1) The Department shall first determine whether the requestor has a right to inspect or copy records.
 - a) The Department will examine the request within the scope of the exemptions listed in section IV.D.3 of this Policy.
 - b) If the requestor has a right to inspect or copy the record, the request will be granted.
 - 2) If the requestor does not have a right to inspect or copy the record, the request will be denied in accordance with section IV.D.4 of this Policy.
3. Records Exempt from Release
- a. Any record containing personally identifiable information collected or maintained in connection with a complaint, investigation or other purpose that may lead to an enforcement action, administrative proceeding, arbitration proceeding or court proceeding, or any record collected or maintained in connection with such an action or proceeding.
 - b. Any record containing personally identifiable information that, if disclosed, would do any of the following:
 - 1) Endanger an individual's life or safety; or
 - 2) Identity a confidential informant; or
 - 3) Endanger the security of any state correctional institution, jail, secured child caring institution, mental health institute or center for the developmentally disabled or the population or staff of any of these institutions, facilities or jails.
 - c. Records containing personally identifiable information about victims should be given

careful consideration prior to release. Department Policy P006, Media Releases provides information concerning the release of victim information.

4. General Records Release Guidelines

- a. Records NOT SUBJECT TO RELEASE without proper authorization:
 - 1) Cases forwarded to District Attorney's Office - Refer requestor(s) to DA's office.
 - 2) Active cases - Must be reviewed by records Custodian or Deputy Custodian.
 - 3) Juvenile cases – Upon review by records Custodian (or Deputy Custodian), juvenile names may be redacted and then released in accordance with Department Policy P007, Juvenile Records.
- b. Records forwarded to Town of Madison Municipal Court are subject to release per this policy and Policy P007, Juvenile Records.

5. Denial of Requests

- a. An oral request may be denied orally.
 - 1) The Department shall provide a written statement of the reasons for denying the request upon demand by the requestor within five (5) business days of the oral denial.
- b. A written request denied in whole or in part shall be denied in writing stating the reasons for denying the request.
 - 1) Every written denial of a request made by the Department shall inform the requestor that if the request was made in writing, the Department's determination for the denial is subject to review by mandamus under s. 19.37(1) or upon application to the attorney general or a district attorney.

6. Fees

- a. The Department may impose a fee upon the requestor of a copy of a record not to exceed the actual, necessary and direct cost of reproduction and transcription of the record.
- b. The Department charges **\$.25 per page** for copying of a public record. Motor vehicle accident reports may be purchased for \$1.00 for a four-page report.
- c. The Department may provide copies of records at no charge or at a reduced charge if the Department determines that waiver or reduction of the fee is in the public interest.
- c. The Department may require prepayment by a requestor if the total amount of the request exceeds \$5.00.
- d. The Department may require prepayment, of any amount, by a requestor who has an outstanding balance or who has not paid the required fees in the past.

- e. The Department may impose a fee upon the requestor for locating the record not exceeding the actual, necessary and direct costs of locating the record(s), providing the cost is \$50.00 or more.
- f. If the requestor is a prisoner and the prisoner has failed to pay any fee that was imposed by the Department for a prior request, the Department may require prepayment both of the amount owed for the previous request and the amount owed for the current request.
- g. The department will charge a \$5.00 fee to locate an individual or business contact record or an address call history with the Town of Madison Police Department. If a listing provided is more than four (4) pages a charge of \$.25 for each page over four (4) shall added to the above fee.
- h. The department will charge a \$10.00 fee to copy a squad car digital video to a compact disk.
- i. Copies of VHS video to VHS video will be subcontracted to a third party. The requesting party shall pay all fees and costs associated with this transaction.

E. Records Retention Schedule

- 1. The Town of Madison Police Department adheres to state and local requirements for retention of police records.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

PUBLIC NOTICE

TOWN OF MADISON POLICE DEPARTMENT

ACCESS TO RECORDS: PROCEDURES & FEES

Description of the Organization: The Town of Madison Police Department is designated as an official authority for the keeping of police related records. The Chief of Police is the official legal custodian of Police Department records.

Access to Records: Persons may: 1) obtain information; 2) make requests for access to records; and 3) obtain copies of records during normal business hours. Normal business hours are **Monday - Friday (Except Holidays) from 8:00 A.M. - 4:30 P.M.**

Requests for Records: Unless prohibited by law, any requestor may request records via an oral or written request with certain exceptions. These exceptions are delineated by Department Policy 005.

Right to Inspection: Unless prohibited by law, any requestor has a right to inspect any public record without charge.

Costs of Records: Copies of records may be obtained for \$.25 per page, which covers the actual, necessary and direct cost of reproducing the record. Motor vehicle accident reports may be purchased for \$1.00 for a four-page report. A copy of an individual, business or address call history is \$5.00 plus \$.25 for each page over four (4) pages. Copy of a digital video is \$10.00.

Questions: If you have questions about this policy or need further information, please contact the Chief of Police at 608-210-7262 during normal business hours.

Town of Madison Police Dept.	Title: Domestic Abuse		
Effective Date: January 1, 2005	Number: 006	No. Pages: 4	Special Instructions: Replaces P015 dated 06/20/03
Reference: § 968.075		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Domestic Abuse, Mandatory Arrest	

I. POLICY

This department's official response to cases of domestic violence emphasizes the protection of victim(s), enforcement of laws, and the attitude that violent behavior is neither excused nor tolerated. Furthermore, criminal laws will be enforced without regard to the relationship of the parties involved.

II. DEFINITIONS

Domestic Abuse - Any of the following engaged in by an adult person (a person 17 years of age or older) against his or her spouse or former spouse, against an adult with whom the person resides or formerly resided or against an adult with whom the person has a child in common:

1. Intentional infliction of physical pain, physical injury or illness
2. Intentional impairment of physical condition.
3. A violation of the law amounting to first, second, or third degree sexual assault § 940.225(1), (2), or (3) Wis. Stats.
4. A physical act or threat that may cause the other person reasonably to fear imminent engagement in the conduct described under Section II.A.1 through 3.

III. PROCEDURES

A. Arrest Disposition – Mandatory Arrest

1. The officer shall arrest and take a person into custody if:
 - a. The officer has reasonable grounds to believe that the person is committing or has committed domestic abuse and that the person's actions constitute the commission of a crime; and
 - b. Either or both of the following circumstances are present and the officer is in a position to legally make an arrest:
 - 1) The officer has a reasonable basis for believing that continued domestic abuse against the alleged victim(s) is likely, or
 - 2) There is evidence of physical injury to the alleged victim(s).
 - c. The parties involved are in a domestic relationship as defined by state statute.
 - d. The report is made within 28 days of the incident.

2. An arrest will be made under the above requirements even though the victim expressly indicates a desire not to prosecute, or indicates an unwillingness to cooperate if the officer reasonable believes that the victim will suffer further injury if an arrest is not made.
3. This decision to arrest will not be affected by the relationship of the parties.

Note: Marriage is not a bar to prosecution for sexual assault.
4. If the above circumstances exist, and the suspect is not present, a reasonable effort will be made to locate and take the suspect into custody.
5. If an officer is acting on the basis of a domestic abuse report, which is received more than 28 days after the alleged incident occurred (excluding the date of the incident), the provisions mandating an arrest do not apply. However, all other provisions would still apply. For instance, if the officer makes an arrest, though not mandated to do so, the no-contact provisions would apply.

B. Arrest Disposition – Discretionary Arrest (Pro -Arrest)

1. In most circumstances, other than those under Section III.A. above, an officer should arrest and take a person into custody if the officer has reasonable grounds to believe that the person is committing or has committed domestic abuse and that the person’s actions constitute the commission of a crime.
2. An officer’s decision not to arrest under this section may not be based solely upon the absence of visible indications of injury or impairment.

C. Report Required Where No Arrest

1. If an officer does not make an arrest under this section when the officer has reasonable grounds to believe that a person is committing or has committed domestic abuse and that person’s acts constitute the commission of a crime, the officer shall prepare a written report stating why the person was not arrested prior to completing the officer’s tour of duty.
2. The report shall be sent to the District Attorney’s Office for review to determine whether the person involved in the incident should be charged with the commission of a crime.
3. While § 968.075 Wis. Stats. compels reasonable efforts to locate and arrest suspects who have committed acts of domestic abuse, there will be limited instances when this is not possible. Examples where an arrest may not be immediately plausible:
 - a. Reasonable efforts to locate and arrest the suspect are unsuccessful.
 - b. The suspect has been committed to Mendota Mental Health under standards for an emergency detention.
 - c. The suspect has received injuries necessitating an overnight admission to a hospital.
4. When probable cause exists to arrest a domestic abuse suspect who is at large, the reporting officer will:
 - a. Complete the probable cause affidavit and attach to the squad room bulletin board and advise the incoming shift at the end of the officer’s tour of duty.

D. Mutual Domestic Abuse

1. When the officer has reasonable suspicion to believe that persons in a domestic relationship are committing or have committed domestic abuse against each other, the officer does not have to arrest both persons, but should arrest the person whom the officer believes to be the “primary physical aggressor”. In determining who is the primary physical aggressor, an officer should consider:
 - a. The intent of the law to protect victims of domestic violence;
 - b. The relative degree of injury or fear inflicted on the person involved; and
 - c. Any history of domestic abuse between these persons, if that history can reasonably be ascertained by the officer.
2. The primary physical aggressor is the person who was the most aggressive physically during the entire incident.

E. Temporary Restraining Orders and Injunctions

1. Knowingly violating a Temporary Restraining Order (TRO) or Interlocutory Injunction is a misdemeanor under Wisconsin law and the officer should:
 - a. Contact Dane County Communications Center to determine that the TRO/Injunction exists.
 - b. Determine whether the TRO/Injunction has been served and its specific contents.
 - c. The officer will make an arrest for a violation of the order when there is an order in existence, the order has been served, and there is probable cause to believe that it was knowingly violated.
 - d. If the TRO/injunction has not been served, the officer should:
 - i. Collect all copies of the TRO or injunction from the petitioner. The petitioner copy can be served to the respondent. Notify the petitioner a new copy can be obtained from the Clerk of Courts Office.
 - ii. Read all information to respondent, with particular attention to “conditions” and “date of injunction hearing”. This may include removing the respondent from the residence.
 - iii. If TRO or injunction is Domestic Abuse or Child Abuse, you should attach “Surrender of Firearm Procedure” and give to respondent.
 - iv. Officer signs/dates the back of TRO/injunction and must give it to the respondent. Must stay on scene until the respondent leaves.
 - v. You must contact data (266-9038) to affirm service (provide respondent’s name along with date and time of service). If served during regular business hours contact Pat Farino at 284-6824 or the Dane County OIC at 284-6155 to advise of service.
 - vi. The service must be documented in a narrative report under a separate report heading.
 - e. When the order has been served, the suspect should be advised to obey the order. Failure to comply with the order will result in the arrest of the suspect for the violation of the order.

F. Children

1. Note the names and ages of children and whether they were present when the domestic incident occurred.
2. If the disposition of a dispute leaves minors in the home without a responsible adult, the officers are to contact the Dane County Department of Human Services for temporary arrangements.

3. In the event that a minor child appears to be the victim of physical and/or sexual abuse, it is the responsibility of the officer to take immediate action, including notifying the Dane County Department of Human Services within 12 hours of report of the incident per § 48.981(3) Wis. Stats.

G. Contact Prohibition; Waiver

1. Under the domestic abuse law, unless there is a waiver by the alleged victim, during the 72 hours immediately following an arrest for a domestic abuse incident, the arrest person is required to:
 - a. Avoid the residence of the alleged victim of the domestic abuse incident and, if applicable, any premises temporarily occupied by the alleged victim, and
 - b. Avoid contacting or causing any person, other than law enforcement officers and attorneys for the arrested person and alleged victim, to contact the alleged victim.
2. A law enforcement officer is required to arrest and take a person into custody if the officer has probable cause to believe that the person has violated the "no contact" requirements.
3. Regardless of whether or not there has been a signed 72-hour no-contact provision, if the arrested person commits an act of domestic abuse during this 72-hour period, and the act constitutes commission of a crime, the penalty increases to a felony.
4. At any time during the 72-hour period specified above, the alleged victim may sign a written waiver of the 72-hour no-contact provision. The Department will have waiver forms available for this purpose. If a waiver of the no-contact provision has been signed by the victim, the officer will provide one copy of this waiver to the victim, one copy is provided to the suspect (if located), and the rest of the copies will be submitted with the report.
5. The officer responsible for the arrest of a person for a domestic abuse incident will ensure that the alleged victim is notified of the no-contact provision.

H. VINE

1. Pursuant to state law, the Department is responsible for developing a procedure notifying the alleged victim of an alleged domestic abuse incident of the procedure for releasing the arrested person.

I. Victim Information Form

1. Officers should provide victim's with this form.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department

EMERGENCY PHONE NUMBER 9-1-1

The 72-hour no contact prohibition is valid until _____
TIME

on _____
DATE

I _____ understand that during the 72 hours
VICTIM

immediately following the arrest of _____
ARRESTED

I have the following rights pursuant to State Statute 968.07(5)(a);

1. The arrested person shall avoid my residence or any premises temporarily occupied by me
2. The arrested person shall avoid contacting me or causing any person, other than the attorney for the arrested person, to contact me.

I understand that _____ may be arrested pursuant to 968.075 (5) (a) (1, 2) during the 72 hours immediately following the arrest if he/she violates the contact prohibition. I understand that it is my responsibility to report any violations of the contact prohibition.

After reading the information above and understanding what my rights are, I am requesting that (circle one):

1. THE 72 HOUR NO CONTACT PROHIBITION BE ENFORCED.
2. I WANT TO WAIVE MY RIGHT TO THE PROTECTION AVAILABLE FROM THE 72 HOUR CONTRACT PROHIBITION. I DO NOT WANT THE 72 HOUR CONTACT PROHIBITION TO BE ENFORCED.

I also understand that even if I do not waive the contact prohibition at this time, State Statute 968.075 (5) (3) (c), allows me to waive the contact prohibition at any time during the 72 hours immediately following the arrest. The officer has told me and I also understand that it will be my responsibility to contact the Police Department if I want to change the status of the contact prohibition. All changes must be in writing. a verbal notice is not sufficient.

I have read this statement and understand what my rights are pursuant to the contact prohibition explained above. Knowing these rights and understanding each of them, I have circled the response that I would like followed.

Signature _____

Time _____ Date _____

Case Number _____ Officer _____

Town of Madison Police Dept.	Title: Operation of Emergency Vehicles		
Effective Date: January 1, 2005	Number: 016	No. Pages: 3	Special Instructions: Replaces P002 dated 06/20/03
Reference: 346.03		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Operation of Emergency Vehicles, EVOG	

I. PURPOSE

The purpose of this policy is to provide written guidelines for officers while operating emergency vehicles and exceeding posted speed limits.

II. POLICY

State statutes exempt operators of authorized emergency vehicles from specific rules of the road. They DO NOT relieve the operator of the authorized emergency vehicle from the duty to drive with due regard under the circumstances for the safety of all persons. It is the policy of this Department to safeguard the lives and property of all persons, and to narrowly regulate the manner in which officers may disregard specific rules of the road.

III. DEFINITIONS

Authorized Emergency Vehicle - A publicly owned police vehicle.

Emergency Warning Devices - Visual signal(s) consist of at least one flashing, oscillating or rotating red and blue light. An audible signal consists of a siren or exhaust whistle.

IV. PROCEDURES

A. Use of Emergency Warning Devices

1. The operator of an authorized emergency vehicle may stop, stand, or park irrespective of the traffic regulations ONLY when the operator of the authorized emergency vehicle utilizes visual signal emergency warning devices.
2. The operator of an authorized emergency vehicle may proceed past a stop signal or sign, exceed the speed limit, or disregard regulations governing direction of movement or turning in specified directions ONLY when all emergency warning devices are in use (both visual and audible signals).

3. Visual signal emergency warning devices shall be used when an officer effects a traffic stop. Audible signal emergency warning devices may be used when effecting traffic stops.
4. Officers utilizing unmarked authorized emergency vehicles must exercise special care when responding to an emergency call or operating in an emergency mode.
5. Officers may activate emergency warning device(s) when required to assist in handling any perceived emergency situation.
6. In other than emergency situations, when expediency is required to effectively eliminate a potential hazard to the public or fellow officers, law enforcement officers may activate emergency warning devices to allow orderly and safe transit through heavily congested roadways. Examples of permissible uses of emergency warning devices during non-emergency response situations include, but are not limited to:
 - a. Using visual signal emergency warning devices as "beacons" to assist disabled motorists; or
 - b. Using visual signal emergency warning devices when it is necessary to use authorized emergency vehicles as protective barriers.

B. Disregarding emergency warning device requirements

1. An officer may only disregard the visual and audible signal requirements of sec. 346.03(3) Wis. Stats., under the following circumstances exempted in sec. 346.03(4)(a) and (b), Wis. Stats.:
 - a. If the officer is obtaining evidence of a speed violation;
 - b. If the officer is responding to a call which the officer reasonably believes involves a felony in progress and the officer reasonably believes any of the following:
 - (1) Knowledge of the officer's presence may endanger the safety of a victim or other person; or
 - (2) Knowledge of the officer's presence may cause the suspected violator to evade apprehension; or
 - (3) Knowledge of the officer's presence may cause the suspected violator to destroy evidence of a suspected felony

or may otherwise result in the loss of evidence of a suspected felony; or

- (4) Knowledge of the officer's presence may cause the suspected violator to cease the commission of a suspected felony before the officer obtains sufficient evidence to establish grounds for arrest.

C. Additional considerations

1. Notwithstanding the requirements of the law, officers shall consider the following factors in determining whether to utilize emergency warning devices.
 - a. Road conditions
 - b. Density of population
 - c. Severity of crime
 - d. Necessity of pursuit by vehicle.

D. Securing vehicles

No employee will leave a squad car unattended with keys in the ignition and unlocked. Squad cars will not be left running and unattended.

1. The department understands there may be cases an officer is required to exit his/her squad car in an emergency and unable to secure the vehicle. If this occurs the officer is required to have another officer return to his/her squad car and secure it or return as quickly as possible to secure the squad car.
2. The department also understands during winter months a squad may be left running and unattended to keep the electronic equipment warm. If this is required squad cars will be secured. Squad cars will not be left running and unattended for more than 30 minutes.

E. Use of Safety Belts

All employees operating Town of Madison vehicles are required to wear the safety belt restraints. WI statute 347.48(2m)(dm) exempts law enforcement officers from wearing safety belts under circumstances in which compliance could endanger the safety of the operator or another. The department realizes in a few circumstances safety belt use may endanger the officer; but in most circumstances safety belt use is required.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Impact Weapons (Baton)		
Effective Date: January 1, 2005	Number: 018	No. Pages: 3	Special Instructions:
Reference: 003 Use of Force		Distribution: All Sworn Personnel	
Reevaluation Date: December 1, 2005		Index as: Impact Weapons, Baton, Collapsible Baton	

I. Purpose

The purpose of this policy is to provide officers of this law enforcement agency with direction on when and how to use their Baton.

II. Policy

The availability of Impact Weapons (Baton) can assist officers in de-escalation of potentially violent confrontations and in certain situations; it can provide additional alternatives to the use of deadly force. Impact Weapons are an important component of this agency's less lethal force equipment. Officers are authorized to employ impact weapons in accordance with provisions of this policy and this department's policy on use of force.

III. Definitions

*Less Lethal
Weapons:*

Devices used by police officers to stop, control, and restrain individuals while causing less harm than deadly force to the individual as well as the officer and any nearby persons. Examples of the less lethal weapons include pepper spray, pepper balls, water guns, nets, batons, Tasers, and beanbag and rubber projectiles.

*Impact Weapons
(Baton):*

Impact Weapons often referred to generically as "Batons". It is designed to impede a subject. While the department recognizes two primary types of impact weapons for daily carry and use by officers of this department, it also recognizes that in a dynamic environment other instruments may be utilized as a temporary impact weapon. Only trained techniques, dynamic applications of trained techniques or techniques not trained but justifiable under the circumstances are authorized with department approved batons or temporary impact weapons.

This department recognizes two types of impact weapons for daily carry:

- A. Straight 26 inch wood baton

B. Collapsible/Expandable Batons in 21-inch to 26-inch lengths.

IV. Procedure

A. Guidelines for Use of Impact Projectiles

1. All uses of impact weapons shall be consistent with this department's policy on use of force. Use of an impact weapon is listed under *Intermediate Weapon* in Intervention Options. (See State of Wisconsin DAAT Manual)
2. Impact weapons should be used in circumstances that require the officer to impede as subject, and deadly force would not be appropriate for creating such impediment.
5. Officers should attempt to utilize impact weapons at the following target areas:
 - a. Lower Abdomen (source: State of Wisconsin DAAT Manual)
 - b. Knee and Elbow area (source: State of Wisconsin DAAT Manual)
 - c. Deadly Force Target Areas: Head, Neck, Chest, Groin, Spinal Column.
6. Suspects who are struck with an impact weapon should be restrained as necessary and transported to a medical facility for examination.
7. Use of impact weapons is a use of force and is subject to the same reporting and investigative policy requirements as other types of force incidents.

B. Training

1. Officers authorized to deploy impact weapons shall receive designated training as required by this department and shall re-qualify with the impact weapon as designated by this agency.
2. Officers shall receive agency-authorized training specifically designed to simulate actual deployment situations and conditions to enhance officer's discretion and judgment in using impact projectiles in accordance with this policy.

C. Post Deployment

1. Care of subject:
 - a. After deployment of an impact weapon and a subject has been struck with an impact weapon, the officer will summon emergency medical care via ambulance.

- b. A subject that has been struck by an impact weapon from a Town of Madison Police Officer will be transported to the most appropriate hospital for medical treatment and/or clearance.
2. Reporting use of a Impact Weapon
- a. Any officer that has used an impact weapon (if subject has been struck) will complete a Use of Force Report form in addition to their case report.
 - b. Any time a subject has been hit with an impact weapon, a supervisor will be notified.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Firearms		
Effective Date: January 1, 2005	Number: 019	No. Pages: 6	Special Instructions:
Reference: 003 Use of Force, Training & Standards Firearms Training Guide		Distribution: All Sworn Personnel	
Reevaluation Date: December 1, 2005		Index as: Firearms, Off-duty carry, Back-up weapon, Qualification	

I. Purpose

The purpose of this policy is to provide officers of this law enforcement agency with guidelines in the safe use and deployment of department authorized firearms.

II. Policy

This policy is a secondary document to the Use of Force policy and any use of firearms by an officer of the Town of Madison Police Department will comply with the requirements set forth in the Use of Force policy.

- A. Use of Deadly Force-see Use of Force Policy
- B. Use of Non-Deadly Force-see Use of Force Policy

The Town of Madison Police Department recognizes Wisconsin's system of Defensive and Arrest Tactics (DAAT) as the standard for the use of force in the state of Wisconsin. The department also recognizes that this is a recruit level standard, and that advanced standing training in techniques outside of Wisconsin's DAAT system may be authorized, provided the techniques and tactics are found to be objectively reasonable. The Town of Madison Police Department recognizes that in certain confrontations where an officer's safety is in jeopardy, techniques outside of Wisconsin's DAAT system may be used.

III. Definitions

- Deadly Force:* The intentional use of a firearm or other instrument, the use of which would result in a high probability of death.
- Non-Deadly Force:* The use of any weapon or instrument, or any other action by the officer, which does not fall under the definition of deadly force, but could result in bodily harm.
- Great Bodily Harm:* A 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.
- Objectively Reasonable:* This term means that, in determining the necessity for force and the appropriate level of force, officers shall evaluate each situation in light of the known circumstances. This includes, but is not limited to the severity of the alleged crime at issue, whether the suspect

poses an imminent threat to the safety of officers and/or others and whether the suspect is actively resisting or attempting to evade arrest by flight.

Privilege: The Town of Madison Police Department recognizes Wisconsin State Statute **939.45 Privilege** as the definition.

The concept of *privilege* is very important. What it means is that as a law enforcement officer, if you are acting in good faith and seeking to achieve legitimate law enforcement objectives (including making arrests), you can legally use force *that could otherwise be considered a criminal act*. Naturally, if you use force for some unauthorized purpose—such as to retaliate against someone—your use of force is *not* privileged, and you may be subject to criminal charges. (Source: State of Wisconsin DAAT Manual)

Self Defense and defense of others: The Town of Madison Police Department recognizes Wisconsin State Statute **939.48 Self-defense and defense of others** as the definition.

Disturbance Resolution: The Town of Madison Police Department uses the Disturbance Resolution model as provided by the State of Wisconsin in the DAAT Manual as the model in which Deadly and Non-Deadly Force is used. The Town of Madison Police Department also recognizes that the Disturbance Resolution model can be modified to accommodate additional advanced standing training techniques and weapons.

Officers: “Officers” referenced in this policy means all sworn personnel regardless of rank or assignment.

Firearm: The Town of Madison Police Department recognizes the definition under 18 USC 921 (3)(a) The term "**firearm**" means any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive. (Source U.S. Code)

Semi-Automatic Pistol: The semi-automatic pistol, some of the force is used to operate the mechanism that ejects the empty casing and places the next round in the chamber. Each time you pull the trigger, one round is fired and the next round is fed into the chamber. (Source State of Wisconsin Firearms Manual)

IV. Procedure

A. Guidelines for Use of Firearms

1. All uses firearms shall be consistent with this department’s policy on use of force. Use of any firearm is listed under *Deadly Force* in Intervention Options. (See State of Wisconsin DAAT Manual)
2. Firearms should be used in circumstances that require deadly force.

B. Carry of Firearms

1. Semi-Auto Pistols

- a. The Town of Madison Police Department authorizes only semi-automatic Pistols for daily carry in uniform and investigative assignments.
- b. All uniformed officers shall carry their duty weapon while driving a department vehicle.
- c. All semi-automatic pistol (semi-auto) magazines will be loaded to capacity during duty carry.
- d. All officers must carry a minimum of two magazines loaded to capacity. One must be carried in the weapon and one must be carried on their person, available for immediate use.
- e. Only Department authorized semi-auto pistols will be carried on-duty or off-duty by officers.
- f. All semi-automatic pistols will be carried with the chamber loaded.
- g. All semi-automatic pistols must be Double Action with a decocking mechanism or Double Action only pistols. Single Action Pistols are not authorized.
- h. Authorized Semi-Auto Pistols:
 - 1. On-Duty-pistols: Officers are required to carry a semi-auto pistol from one of the following manufacturers:
Glock, Smith & Wesson, Colt, Springfield, Walther, Ruger, Beretta, Sig-Sauer and Heckler & Koch.
 - 2. Off-Duty and Back-up pistols: Officers carrying semi-auto pistols for off-duty and back-up purposes are required to carry a pistol from the following manufacturers:
Glock, Smith & Wesson, Colt, Springfield, Walther, Ruger, Beretta, Sig-Sauer, Heckler & Koch, Kel-Tec and Kahr.
 - 3. Any pistol other than those listed above may be authorized at the discretion of the Chief of Police or the Chief's designee.
- i. Authorized Caliber
 - 1. All On-Duty pistols shall be a minimum of 9mm, .40 S&W or .45 ACP.
 - i. Officer serving in investigative or plain-clothes assignments may carry .380 ACP pistols.
 - 2. All Off-duty and Back-up pistols shall be a minimum of .380 ACP, 9mm, 40 S&W or .45 ACP.
 - 3. Any caliber other than those listed above may be authorized at the discretion of the Chief of Police or the Chief's designee.
- j. Modifications
 - 1. Department authorized semi-automatic pistols will not be modified from their original manufacturers condition.
 - 2. Modifications do not include; rubber grips, night sights, attached lights or magazine extensions up to 1”.

3. The Chief of Police or the Chief's designee may only authorize a modification.

2. Shotguns

- a. The Town of Madison Police Department authorizes only department owned Remington 870 12 gauge shotguns to be carried in Town of Madison Police Vehicles.
- b. All Department shotguns are to be placed in department vehicles with the magazine empty and safety on.
- c. Only Department authorized Kinetic Energy Impact Projectiles (Bean Bag rounds) are to be carried with the authorized shotgun. At no time will any other ammunition be carried in a Department vehicle or with the officer's personal items or on the officer's person..
- d. Each officer will check the Department authorized shotgun at the beginning of his/her shift and verify that the Department issue shotgun has an empty chamber and magazine tube, with the safety in the "On" position.
- e. The Department may authorize training ammunition use for personnel attending training. The issuance of training ammunition will be department authorized only, and the administrative staff is responsible for issue.

3. Rifles

- a. Only authorized Colt AR-15 .223 caliber rifles are to be carried in Town of Madison Police Vehicles.
- b. Department authorized rifles are to be carried with the magazine loaded with 28 rounds, with the chamber empty and safety in the "safe" position.
- c. Only department-authorized ammunition is to be carried in the magazine of the department rifle.
- d. All officers are issued one extra magazine, which is to be loaded in the same condition as the magazine in the rifle, 28 rounds.
Officers may carry additional AR-15 magazines loaded in accordance with this policy.
- e. No modifications to the original condition of the rifle will be authorized without the permission of the Chief of Police or the Chief's designee. The Chief of Police authorizes the Colt AR-15 rifles to be carried in Town of Madison Police Vehicles.
- f. Each officer will check the Department authorized rifle at the beginning of his/her shift and verify that the rifle has a loaded magazine inserted, the safety is in the "Safe" position, and the chamber is empty.

- C. Training

1. Regular firearms training and qualification sessions for on-duty, off-duty and back-up weapons will be conducted. A police officer shall not be permitted to carry any on-duty weapon with which he/she has not been able to qualify during the most recent qualification session.

- a. On-Duty Semi- Auto Pistol – Failure to Qualify: Any officer who fails to qualify with their on-duty handgun within a reasonable time period and following remedial training or other corrective action(s) shall be relieved of duty pending the outcome of an administrative hearing and/or a fitness for duty evaluation as determined by the Chief of Police or his designee.
 - b. Backup or Off-Duty Semi- Auto Pistol – Failure to Qualify: Any officer who fails to qualify with any back-up or off-duty handgun shall be given opportunities within a reasonable time period to re-qualify with that firearm. Failure of the officer to re-qualify thereafter shall disqualify the officer from carrying the firearm in question until such time as the officer may re-qualify. However, the officer may remain on regular duty assignment if qualified to carry their on-duty handgun.
 - c. On-duty Rifle and Shotgun – Failure to Qualify: Any officer who fails to qualify with any Department Rifle or Shotgun shall be given opportunities within a reasonable time period to re-qualify with that firearm. Failure of the officer to re-qualify thereafter shall disqualify the officer from carrying the firearm in question until such time as the officer may re-qualify. However, the officer may remain on regular duty assignment if qualified to carry their on-duty semi-auto pistol.
2. A police officer, who has taken extended leave or suffered an illness or injury that could affect his or her use of firearms ability, will be required to re-qualify before returning to enforcement duties.

D. Safety

1. The following rules apply to any firearm, whether it is a pistol, a revolver, or a long gun (Source State of Wisconsin Firearms Manual):
 - a. Assume all guns are loaded.
 - b. Never let the muzzle cross anything you are not willing to destroy.
 - c. Keep your finger off the trigger and outside the trigger guard until you are firing.
 - d. Know your target and what's beyond it.
2. Range Safety (Source State of Wisconsin Firearms Manual):
 - a. Obey all commands by the range officer.
 - b. Keep your weapon holstered at all times when not on the firing line.
 - c. Draw your weapon only when directed to do so by a range officer.
 - d. Always keep your weapon pointed down range.
 - e. Remain on the firing line, facing down range, unless directed otherwise by a range officer.
 - f. If a cease-fire is called, immediately cease shooting and remain at the low ready until further direction by a range officer.
 - g. If you see any unsafe condition, call a cease-fire and notify a range officer.
 - h. Always wear eye and ear protection.

3. Safe Storage of Weapons: Wisconsin law provides criminal penalties for leaving a firearm within reach or access of a child (§948.55 Wis. Stats.) (Source State of Wisconsin Firearms Manual)
 - a. Store firearms unloaded and locked up.
 - b. Store ammunition locked up away from the weapon.
 - c. Store your weapon uncocked.
 - d. Educate responsible adults in your home.

BY ORDER OF:

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Kinetic Energy Impact Projectiles		
Effective Date: January 1, 2005	Number: 020	No. Pages: 3	Special Instructions:
Reference: 003 Use of Force		Distribution: All Sworn Personnel	
Reevaluation Date: December 1, 2005		Index as: Kinetic Energy Impact Projectiles, Bean Bag round, Less lethal rounds	

I. Purpose

The purpose of this policy is to provide officers of this law enforcement agency with direction on when and how to use Kinetic Energy Impact Projectiles (KEIP).

II. Policy

The availability of Kinetic Energy Impact Projectiles (KEIP) can assist officers in de-escalation of potentially violent confrontations and in certain situations; it can provide additional alternatives to the use of deadly force. Impact projectiles are an important component of this agency's less lethal force equipment. Officers are authorized to employ impact projectiles in accordance with provisions of this policy and this department's policy on use of force.

III. Definitions

*Less Lethal
Weapons:*

Devices used by police officers to stop, control, and restrain individuals while causing less harm than deadly force to the individual as well as the officer and any nearby persons. Examples of the less lethal weapons include pepper spray, pepper balls, water guns, nets, batons, Tasers, and beanbag and rubber projectiles.

*Impact
Projectiles:*

Kinetic Energy Impact Projectiles often referred to generically as "bean bags" and "rubber bullets." It is designed to incapacitate a subject with minimal potential for causing death or serious physical injury when compared to conventional projectiles when used in accordance with agency policy and training guidelines. There are two impact projectiles utilized by this department.

1. A 12-gauge kinetic energy projectile consisting of an approximate 40gm lead-shot filled bag with a tail for better accuracy delivered by a standard police 12-gauge shotgun.
2. A variety of 37mm or 40mm impact rounds delivered from a specialized 37mm or 40mm less lethal launcher.

IV. Procedure

A. Guidelines for Use of Impact Projectiles

1. All uses of impact projectiles shall be consistent with this department's policy on use of force. Use of an impact projectile is listed under *Intermediate Weapon* in Intervention Options. (See State of Wisconsin DAAT Manual)
2. Impact projectiles should be used in circumstances that require incapacitation, and force less than deadly force would be preferable for creating such incapacitation.
3. Officers who utilize impact projectiles during lethal circumstances/situations shall at all times have a cover officer(s) with him/her that is prepared to immediately use deadly force if necessary.
4. Where possible, officers should inform other police personnel in the immediate vicinity that impact projectiles will be deployed in order that the shot will not precipitate the use of firearms by other officers.
5. Officers should attempt to utilize impact projectiles at the following recommended distances and target areas:
 - a. 5-20 yards = Optimal Range
 - b. Primary Target Areas: Lower Arms, Upper and Lower Legs, Lower Abdomen.
 - c. Secondary Target Areas: Upper Arms, Shoulder Blades, Knees.
 - d. Deadly Force Target Areas: Head, Neck, Chest, Groin, Spinal Column.
6. Suspects who are struck with an impact projectile should be restrained as necessary and transported to a medical facility for examination.
7. Use of impact projectiles is a use of force and is subject to the same reporting and investigative policy requirements as other types of force incidents.

B. Guidelines for Kinetic Energy Impact Projectile Equipment:

1. All shotguns used to fire impact projectiles will be 12 gauge pump-action shotguns. Only kinetic energy impact projectiles may be loaded into and fired from this weapon.
2. All officers and/or supervisors who take a squad car equipped with an impact projectile shotgun will check that shotgun and kinetic energy impact projectile ammunition at the start of their shift. Only authorized Kinetic Energy Impact Projectile ammunition will be carried in or on a Department Authorized shotgun. At no time will any other type of ammunition be carried by officers

of this agency while on-duty without the authorization of the Chief of Police or designee.

3. Only officers who have been formally trained by this department in the use of the impact projectile shotgun will be permitted to utilize the less lethal projectile weapons.

C. Training

1. Officers authorized to deploy impact projectiles shall receive designated training and certification as required by this department and shall re-qualify with the weapon as designated by this agency.
2. Officers shall receive agency-authorized training specifically designed to simulate actual deployment situations and conditions to enhance officer's discretion and judgment in using impact projectiles in accordance with this policy.

D. Post Deployment

1. Care of subject:
 - a. After deployment of a KEIP and a subject has been struck with a KEIP, the officer will summon emergency medical care via ambulance.
 - b. A subject that has been struck by a KEIP from a Town of Madison Police Officer will be transported to the most appropriate hospital for medical treatment and/or clearance.
2. Reporting use of a KEIP
 - a. Any officer that has used a KEIP (whether a subject has been struck or not) will complete a Use of Force Report in addition to their case report.
 - b. Any time a subject has been hit with a KEIP, a supervisor will be notified.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Oleoresin Capsicum (OC) Chemical Agents		
Effective Date: January 1, 2005	Number: 021	No. Pages: 3	Special Instructions:
Reference: 003 Use of Force		Distribution: All Personnel	
Reevaluation Date: December 1, 2005		Index as: Oleoresin Capsicum Chemical Agents, OC Spray	

I. Purpose

The purpose of this policy is to provide officers of this law enforcement agency with direction on when and how to use Oleoresin Capsicum (OC) Chemical Agents.

II. Policy

The availability of Oleoresin Capsicum Chemical Agents (OC Spray) can assist officers in de-escalation of potentially violent confrontations and in certain situations; it can provide additional alternatives in the use of force. OC Spray is an important component of this agency's less lethal force equipment. Officers are authorized to use OC Spray in accordance with provisions of this policy and this department's policy on use of force.

III. Definitions

*Less Lethal
Weapons:*

Devices used by police officers to stop, control, and restrain individuals while causing less harm than deadly force to the individual as well as the officer and any nearby persons. Examples of the less lethal weapons include pepper spray, pepper balls, water guns, nets, batons, Tasers, and beanbag and rubber projectiles.

*Oleoresin
Capsicum
Chemical
Agents:*

Oleoresin Capsicum Chemical Agents often referred to generically as "OC Spray" and "Pepper Spray." It is designed to incapacitate a subject with minimal potential for causing serious physical injury when compared to other empty hand control options when used in accordance with agency policy and training guidelines. There is one OC Chemical Agent deployment device utilized by this department.

A canister in either a 3oz or 4oz version manufactured by a department-authorized manufacturer.

IV. Procedure

A. Guidelines for Use of Oleoresin Capsicum Chemical Agents (OC Spray)

All uses of OC Spray shall be consistent with this department's policy on use of force. Use of an OC Spray is listed under *Empty Hand Control* in Intervention Options. (See State of Wisconsin DAAT Manual)

B. Criteria For Use:

1. An Officer shall not brandish, display or threaten to use OC Spray unless the Officer reasonably believes its use may become justified or anticipated.
2. OC Spray should not knowingly be used:
 - a. Near any open flame
 - b. In cases of Passive Resistance unless there is or the subject poses articulable threat of harm to Officers or others.
 - c. In an attempt to gain information from a subject.
 - d. Against a subject in custody unless physical resistance of the subject must be overcome.
 - e. To wake an intoxicated subject.
 - f. In any other situation and/or circumstance that OC Spray would be inappropriate according to that standards set forth in the Use of Force policy and the State of Wisconsin DAAT Manual.

C. Deployment of OC Spray:

1. Deployment of OC Spray shall be in accordance with the department approved training that an officer received.
2. The target area of OC Spray is the face. Specifically, nose, mouth, eyes, nose.
3. If possible officers should shake the OC Spray canister prior to use.
4. Whenever a OC Spray is to be deployed, the deploying Officer should attempt, when possible, to notify other Officers on scene that OC Spray being deployed. The announcement "Spray to alert other Officers is appropriate. (Source: State of Wisconsin DAAT Manual)

D. Post Deployment

1. Any subject that is sprayed by OC Spray will be considered contaminated and will require follow-up care.
 - a. Use Professional Communications skills to calm and reassure the subject, who may feel quite panicked.
 - b. Ask the subject if he/she is wearing contact lenses. If so, contact emergency medical personnel to remove same.
 - c. If the subject is wet with OC, dry him/her before transporting.
 - d. Encourage the subject to open his/her eyes and blink. This will encourage tearing, which will help wash out the OC.

- e. If possible, move the subject to fresh air, and face him/her in the wind.
- f. If possible, rinse the subjects face and eyes with cool water, preferably from a running tap or hose. Dipping the face into standing water will contaminate the water and result in re-exposure. Advise the subject not to rub his/her eyes.
- g. If available, use (non-lotion) soap and water to remove the resin from the skin. Do not use salves, creams or lotions. These will trap the OC against the skin.
- h. Get medical assistance under any of the following circumstances:
 - i. If the subject requests it
 - ii. If symptoms do not visibly improve after 45minutes
 - iii. If you observe any other problem or feel that medical assistance is warranted. (Source State of Wisconsin DAAT Manual)
- i. Officers shall monitor the subject for adverse reactions and inform the receiving agency (jail, secure detention, crisis center, and other agencies) that the subject had been “sprayed” with OC Spray. Whenever there is doubt concerning the need for medical attention, it should be resolved through the examination of the subject by an appropriate medical facility.

2. Reporting:

Any use of OC Spray will require to completion of the Use of Force Report along with the officer’s case report.

E. Carry of OC Spray

Officers are permitted to carry only department issued OC Spray, which will be of 10% OC concentration.

F. Training

- 1. Officers authorized to deploy OC Spray shall receive designated training as required by this department and shall re-qualify with the OC Spray as designated by this agency.
- 2. Officers shall receive agency-authorized training specifically designed to simulate actual deployment situations and conditions to enhance officer’s discretion and judgment in using OC Spray in accordance with this policy.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Conducted Energy Weapon		
Effective Date: January 1, 2005	Number: 022	No. Pages: 5	Special Instructions:
Reference: 003 Use of Force		Distribution: All Personnel	
Reevaluation Date: December 1, 2005		Index as: Conducted Energy Weapon, Taser	

I. Purpose

The purpose of this policy is to provide trained law enforcement officers of this agency with guidelines for the safe use and deployment of Department approved Conducted Energy Weapons. (Taser X26)

II. Policy

A Conducted Energy Weapon (CEW) may be used by trained Officers when a subject is threatening to actively resist, or is actively resisting an Officer and the subject poses an articulable threat of harm to an Officer or another person. It may also be used when a subject poses a threat of harm to him/herself such as a self-inflicting injury or a suicide attempt. Officers are authorized to employ CEW's in accordance with provisions of this policy and this department's policy on use of force.

III. Definitions

<i>Conducted Energy Weapon (CEW):</i>	A Less Lethal incapacitation device that uses Electro-Muscular Disruption (EMD) to disrupt the central nervous system and create loss of muscular control.
<i>Taser:</i>	A CEW developed by Taser International. The Taser X26 utilizes compressed nitrogen to shoot two small probes up to 21 feet. These probes are connected to the weapon by high-voltage insulated wire. When the probes make contact with the target, powerful electronic pulses are transmitted along the wires into the target.
<i>Deployment:</i>	The activation of a CEW resulting in an arcing of the unit, a contact maneuver on a person or animal, and/or the discharge of an air cartridge whether or not the probes strike their intended target. The activation of a CEW by powering the unit and pointing it at a person or animal is considered a deployment.
<i>Drive Stun:</i>	The act of firmly pressing the front of the CEW against the subject's body and "driving" it into them, when the cartridge has been deployed or removed from the end of the weapon.
<i>Test Arc:</i>	The act of squeezing the trigger on a CEW with the cartridge removed to cause a visual display of electricity to occur across the electrodes on the front of the weapon.

Air Cartridge: The Taser X26 CEW uses a cartridge that connects to the firing bay of the Taser X26. This cartridge uses a compressed nitrogen capsule to discharge two small probes up to 21 feet. The probes are connected to the air cartridge via insulated wire.

IV. Procedure

A. Qualification:

1. Officers must successfully complete an authorized training class approved by the Chief of Police prior to the grant of permission to carry a CEW.
2. Officers may only carry department approved CEW's, holsters, and cartridges.
 - a. At no time will Officers make changes, adjustments, modifications or attempt to disassemble a CEW, cartridge or holster.
 - b. Officers shall immediately cease carrying any CEW or cartridge that they suspect may be defective or otherwise not be in proper working order. The defect or problem shall be reported to the Training Supervisor.
 - c. Officers will complete an approved training course every two years or at the discretion of the Chief of Police.

B. Criteria For Use:

1. An Officer shall not brandish, display or threaten to use or use a CEW unless the Officer reasonably believes its use may become justified or anticipated.
2. An Officer shall not make or threaten any disparaging remarks about being "electrocuted, charged, juiced" or the like, to a subject before, during or after deployment of a CEW. The term "tased" and "taser deployment" is acceptable.
3. A CEW is not a substitute for Deadly Force and the use of Lethal Cover shall be required for all for cases when a subject poses a Deadly Weapon.
 - a. No Officer shall attempt to resolve a situation alone on those types of situations that would reasonably require more than one Officer, merely because the Officer possesses a CEW.
4. A CEW should not knowingly be used:
 - a. Near flammable gas or liquids.
 - b. In cases of Passive Resistance unless the subject poses an articulable threat harm to Officers or others.
 - c. In an attempt to gain information from a subject.
 - d. Against a subject in custody unless physical resistance of the subject must be overcome.
 - e. To wake an intoxicated subject or as a "Prod".

5. Taser Carry:

- a. All Tasers that are carried by an officer shall be opposite side (reaction side) of their semi-auto pistol.
- b. All officers shall perform the following checks prior to the carry of a Taser (source: Taser International Training Bulletin 11.0-04):
 - i. Ensure that the safety switch is in the down (SAFE) position.
 - ii. Remove the air cartridge.**
 - iii. Point the TASER X26 in a safe direction and place the safety switch in the up (FIRE) position.
 - iv. Check the remaining battery life percentage on the CID (Central Information Display). Any Taser with less than 20% battery life will be held from service and a supervisor will be notified.
 - v. Pull the trigger and perform a spark test for a minimum of one second. Check for visible spark between the electrodes and a rapid spark. *There is no need to conduct a full five second firing.*
 - vi. Place the safety switch in the down (SAFE) position.
 - vii. Replace the air cartridge.

If the spark test is not satisfactory, hold the Taser unit out of service and notify a supervisor.

6. Taser Storage:

- a. All Tasers will be stored in the designated location of the temporary evidence storage room.
- b. Officers that are certified to carry the Taser and wish to carry one on-duty may take one from the designated location for on-duty use.
- c. Officers are required to return Tasers that have been carried for duty use to the designated location prior to ending their shift.
- d. Officers who fail to return a Taser at the end of their shift will be subject to disciplinary action.
- e. Tasers are to be stored in the "Off" position.

C. Deployment of CEW:

1. Deployment of the CEW shall be in accordance with the Department approved training that an Officer received.
 - a. Officers will not intentionally target the head and neck area of a subject.
 - b. Officer will not perform a test arc prior to deployment on a human or animal.

- c. Prior to deployment, an Officer shall make a reasonable assessment of potential of injury to a subject who is running, traveling at high speeds, or in an elevated position.
- d. Whenever a CEW is to be deployed, the deploying Officer should attempt, when possible, to notify other Officers on scene that it is a CEW being deployed and not lethal force. The announcement “Taser”, “Taser” to alert other Officers is appropriate.

D. Post Deployment

- 1. Once a subject is safely secured and in custody, only trained Officers shall remove the probes according to the trained procedure.
 - a. If the probe/s penetrate a sensitive or soft tissue area such as the face, neck, head, female’s breast or groin/male genitalia only medical personnel shall remove them.
 - b. Removed probes shall be handled as a biohazard and disposed of at one of the Madison Area Hospital’s or with the Town of Madison Fire Dept.
- 2. Officers shall monitor the subject for adverse reactions and inform the receiving agency (jail, secure detention, crisis center, and other agencies) that the subject had been “tased”. Whenever there is doubt concerning the need for medical attention, it should be resolved through the examination of the subject by an appropriate medical facility.
 - a. In the event of an adverse reaction or if requested by the subject, transportation shall be arranged to a medical facility.
 - b. Any Taser deployment resulting in medical transport for probe removal, will have photographs of the injuries attached to the case report.
- 3. Following deployment of a CEW, Officers shall complete a use of force report in addition to their case report.
- 4. It is the deploying Officers responsibility to obtain a new cartridge/s prior to ending his/her shift.
- 5. Reporting:
 - a. Anytime an officer deploys a Taser in either cartridge discharge mode or with the activation of light/laser only, a Use of Force Report will be completed along with the officer’s case report.

E. Animal Deployment:

- 1. Officers should be prepared to act quickly with other restraint devices once a CEW has been deployed against an animal. In all cases, the Officers’ safety and the safety of the public shall be considered first prior to deployment.
- 2. Officers may use a CEW on animals if the Officer reasonably believes that the animal is vicious and is threatening and/or attacking another Officer, citizen, or other animal or if the animal is a public nuisance and needs to be

controlled, and the use of other force in the Officer's belief would not be appropriate or safe.

3. Officer shall use reasonable care when deploying a taser when a police K-9 is near the subject about to be tased.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Juvenile Records		
Effective Date: January 1, 2005	Number: 023	No. Pages: 4	Special Instructions: Replaces P007 dated 06/20/03
Reference: §§ 938.02 , 938.396 , 938.293 , 939.22 , 005 Release of Records		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Juvenile Records	

I. PURPOSE

To establish guidelines for release of juvenile records as a result of several new provisions of law that became effective on July 1, 1996.

II. POLICY

For purposes of records indexing, maintaining arrest records and records inspection issues, persons 17 years of age who are a suspect in or have been charged with any violation of federal or state law, or any municipal or civil ordinance violation on or after January 1, 1996, will be treated as if 18 or older.

III. DEFINITIONS

Adult - A person who is 18 years of age or older, except that for the purposes of investigating or prosecuting a person who is alleged to have violated any state or federal criminal law or any civil law or municipal ordinance, “adult” means a person who has attained 17 years of age. [ss. 938.02(1)]

Juvenile - A person who is less than 18 years of age or older, except that for the purposes of investigating or prosecuting a person who is alleged to have violated any state or federal criminal law or any civil law or municipal ordinance, “juvenile” does not include a person who has attained 17 years of age. [ss. 938.02(10m)]

IV. PROCEDURES

A. Juvenile Records [ss. 938.396]

1. Juvenile criminal records shall be kept physically separate from adult criminal records. Juvenile records shall not be open for public inspection or their contents exposed except for the following exceptions: sub. (1b), (1d), (1g), (1m), (1r) or (1t) or ss. 938.293 or by order of the court.

- a. This section does not apply to representatives of the news media who wish to obtain information for the purpose of reporting news without revealing the identity of the juvenile involved.
- b. This section does not apply to the confidential exchange of information between the police and officials of the school attended by the juvenile or other law enforcement or social welfare agencies.
- c. This section does not apply to juveniles 10 years of age or older who are subject to the jurisdiction of the court of criminal jurisdiction.

2. Specific Exceptions

- (1b) Requests from parent, guardian, legal custodian or involved juvenile - If requested by the parent, guardian or legal custodian of a juvenile who is the subject of a law enforcement officers report, or if requested by the juvenile, if 14 years of age or older, a law enforcement agency may, subject to official agency policy, provide to the parent, guardian, legal custodian or juvenile a copy of that report.
- (1d) Permission to others - Upon the written permission of the parent, guardian or legal custodian of a juvenile who is the subject of a law enforcement officer's report or upon the written permission of the juvenile, if 14 years of age or over, a law enforcement agency may, subject to official agency policy, make available to the person named in the permission any reports specifically identified by the parent, guardian, legal custodian or juvenile in the written permission.
- (1m) School official access - It is the department's policy that information under this section will be provided only to official school district administrators, not to principals, school staff, or teachers. Any request must be in writing, must specify the information requested, and must clearly state the purpose for the request. Before fulfilling any request, the records must be reviewed to ensure that no information regarding other juveniles not the object of the request is included.
 - (a) If requested by the school district administrator of a public school district, a law enforcement agency may provide to the school district administrator any information in its records relating to the use, possession or distribution of alcohol or a controlled substance or controlled substance analog by a pupil enrolled in the public school district. The

information shall be used by the school district as provided under s. 118.127(2).

- (am) If requested by a school district administrator of a public school district, a law enforcement agency may, subject to official agency policy, provide to the school district administrator any information in its records relating to the illegal possession by a juvenile of a dangerous weapon, as defined in s. 939.22(10).
 - (b) If requested by the school district administrator of a public school district, a law enforcement agency may disclose to the school district administrator any information in its records relating to the act for which a juvenile enrolled in the public school district was adjudged delinquent. The information shall be used by the school district as provided in s. 118.127(3).
 - c) On petition of a law enforcement agency to review pupil records, as defined in s. 118.125(1)(d), other than pupil records that may be disclosed without a court order under s. 118.125(2) or (2m), for the purpose of investigating alleged delinquent or criminal activity, the court may order the school board of the school district in which a juvenile is enrolled to disclose to the law enforcement agency the pupil records of that juvenile as necessary for the law enforcement agency to pursue its investigation. The law enforcement agency may use the pupil records only for the purpose of its investigation and may make the pupil records available only to employees of the law enforcement agency who are working on the investigation.
- (1r) Victim access - If requested by a victim of a juvenile's act, a law enforcement agency may, subject to official agency policy, disclose to the victim any information in its records relating to the injury, loss or damage suffered by the victim, including the name and address of the juvenile and the juvenile's parents. The victim may use and further disclose the information only for the purpose of recovering for the injury, damage or loss suffered as a result of the juvenile's act.
 - (1t) Insurer access - If a juvenile who has been ordered to make restitution for any injury, loss or damage caused by the juvenile and if the juvenile has failed to make that restitution within one year after the entry of the order, the victim's insurer may request a law enforcement agency to disclose to the insurer any information

in its records relating to the injury, loss or damage suffered by the victim, including the name and address of the juvenile and the juvenile's parents, and the law enforcement agency may, subject to official agency policy, disclose to the victim's insurer that information. The insurer may use and further disclose the information only for the purpose of investigating a claim arising out of the juvenile's act.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Military Leave		
Effective Date: January 1, 2005	Number: 031	No. Pages: 3	Special Instructions: Replaced P009 dated 06/20/03
Reference: 5 U.S.C. 6323(a); Uniformed Services Employment and Reemployment Rights Act of 1994		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Military Leave	

I. PURPOSE

The purpose of this policy is to establish guidelines for the uniform accounting of military leave and outline entitlement, requests, military duty certifications as well as the leave scheduling process.

II. POLICY

It is the policy of this department to honor requests for leaves of absence for service in the United States Armed Services, Reserve Forces and National Guard in conformance with state and federal law.

III. PROCEDURES

A. General Information

1. All members of the department affiliated with any military organization shall keep the Chief of Police informed of his or her status and obligations in the military organization.
2. Military leave will be authorized when employee is ordered to active duty for training, inactive duty for training, annual training or when ordered to active duty in times of emergency or under any other circumstance. Appropriate military authority must issue all orders.
3. All military leave will be without pay.
4. The employee shall have the right to apply previously accrued leave (vacation, holiday, compensatory time) to military leave.
5. During military leave, the following may be charged against earned leave time at the employee's discretion:
 - 1) Regular leave days
 - 2) Holidays
 - 3) Vacation

4) Compensatory time

6. Each employee requiring leave for military service is responsible for:
 - a. Submitting complete and accurate documentation supporting the request to the extent available;
 - b. Fulfilling the military service obligation under honorable conditions in accordance with federal and state law and the provisions of this policy;
 - c. To the extent known and unclassified, providing full and complete information about matters relating to the military service upon request from a supervisor;
 - d. Providing as much advance notice as possible (verbal, if necessary) of their military duty/training schedule.

B. Secondary Employment

1. All employees serving in the military must have an approved Request for Secondary Employment on file with the Chief of Police. All request forms related to service in the Reserve Forces or National Guard will be approved.

C. Accounting Procedure

1. The calculation of military leave for an employee will include all the days from the time of the employee's departure until the time of his or her return, regardless of whether the employee was scheduled to work on all interim days or not.
2. Compensatory time will not be granted at a later date for military leave days or for off-duty time which would normally fall within the military leave period.

E. Requesting Military Leave

1. Unless prevented by reasons of military necessity, a copy of the employee's military orders must be filed with a supervisor at least:
 - a. ten days prior to a weekend training session or as soon as orders are received. If orders are not provided to the employee, the employee will notify his or her supervisor in writing at least ten days prior to a weekend training session. In the alternative, the employee may provide a list of all weekend training sessions scheduled during the federal fiscal year which will be attended by the employee.
 - b. thirty days prior to the two-week annual training period or as soon as orders are received.

- c. thirty days prior to any other training requirement, excluding weekend training sessions and annual training, or as soon as orders are received.
 - d. immediately, if ordered to active duty on a non-scheduled basis or mobilized for any reason, to include a declared state of emergency, or as soon as reasonably practical after orders are received.
2. Exemptions from the minimum notice requirement will be granted when non-scheduled military duty is required (alert, mobilization or state of emergency), or when notice is prevented by military necessity. The employee as soon as reasonably possible will provide notice. An officer of the uniformed service in which military duty will be performed may also provide notice.
3. Through the fault of the employee, failure to provide reasonable advance notice or to file orders in a timely manner may result in disciplinary action.
4. Military leave will be scheduled through a supervisor as soon as practicable.

F. Certification

1. A copy of a military discharge certificate or other evidence of release from active duty shall be filed with any supervisor on the first day of the employee's return to work.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Harassment and Discrimination in the Workplace		
Effective Date: January 1, 2005	Number: 032	No. Pages: 5	Special Instructions: Replaced P013 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Harassment and Discrimination in the Workplace, Discrimination Policy, Sexual Discrimination	

I. PURPOSE

The purpose of this policy is to provide clear and understandable guidelines that illustrate the Town of Madison’s goal of maintaining a professional workplace environment free from harassment and discrimination for all employees.

II. POLICY

Title VII of the Civil Rights Act of 1964 prohibits discrimination and/or harassment because of race, color, religion, sex or national origin in all employment practices including conditions of employment.

It is the policy of the Town of Madison to provide an environment free from harassment, discrimination and retaliation. This policy applies equally to all employees of the Town of Madison, regardless of their employment position or status within the employment hierarchy.

Employee conduct, whether intentional or unintentional, that results in the harassment and/or discrimination of other employees regarding race, color, religion, sex or national origin is illegal and will not be tolerated. Such conduct will result in disciplinary action up to, and including, termination.

III. DEFINITIONS

Employment Discrimination - Less favorable treatment of persons who are protected by the law where the treatment is based on the person’s protected category (race, color, religion, sex or national origin). Examples include: refusal to hire; different job assignments; harassment; denial of raise, transfer, promotion, or assignment; unfavorable performance evaluation; discipline and discharge.

Harassment - Conduct that adversely affects the protected person’s working environment. Examples include: verbal comments; written or drawn materials, and non-verbal actions. Improper conduct may or may not occur on the job; may or may not be specifically directed at the protected person; may involve the behavior of supervisors, co-workers, or even non-employees.

Sexual Harassment - The deliberate or repeated behavior of a sexual nature by one employee toward another that is unwelcome, unasked for or rebuked by the other employee. The behavior can be verbal or physical.

1. Hostile Work Environment - Unwelcome sexual conduct that has the purpose or effect of reasonably interfering with an employee's work performance or creates an intimidating, hostile, abusive or offensive work environment.
 - a. The following examples are provided to assist in understanding the types of behavior included in the definition. These specific examples can, but do not necessarily or automatically, establish hostile work environment harassment. This list is not an exhaustive list of behaviors that can be construed as establishing a hostile work environment.
 - 1) Unwelcome touching, grabbing, cornering, leering or staring, sexual gestures, or commenting on body parts.
 - 2) Unwanted intrusive letters, telephone calls, e-mail, or repeated requests for dates.
 - 3) Sexually patronizing comments (ex: "honey", "babe", "doll")
 - 4) Telling vulgar, sexist jokes
 - 5) Making obscene or suggestive sounds or gestures
 - 6) Requesting employees wear sexually-suggestive clothing
 - 7) Posters or calendars depicting nude or scantily clad individuals, or any other offensive behavior
2. Quid Pro Quo - When a supervisor or manager, with authority to affect an employee's working conditions makes unwelcome sexual advances, and submission to the advances is an expressed or implied condition for receiving job benefits, or refusal to the demands results in the loss of a job benefit or in discharge.

IV. PROCEDURES

- A. Supervisors will not tolerate any form of harassment, discrimination or retaliation. All complaints of harassment and/or discrimination will be investigated.

Immediate action will be taken against any employee or vendor found to have engaged in such actions.

B. Reporting Harassment or Discrimination

1. People who believe they have been victims of harassment and/or discrimination should immediately commit the incident to writing, noting any witnesses to or other evidence of such harassment and/or discrimination.
2. Employees who believe they are the victims of *quid pro quo* harassment or hostile work environment harassment are encouraged to tell the initiating party that their actions are unwelcome and offensive.
3. Employees who believe they are the victims of *quid pro quo* harassment or hostile work environment harassment should report such harassment to their immediate supervisor or If the alleged harasser/discriminator is the employee's immediate supervisor, the employee may bypass the supervisor and notify the next level of management.
 - a. Employees are encouraged to report all incidents of harassment, including those directed toward other employees and which generally create a hostile work environment, to management.
4. Employees also may choose to notify the Town of Madison's Business Manager if they believe harassment and/or discrimination has occurred.
5. If the alleged harassment and/or discrimination does not cease within a reasonable time after it has been reported the employee should file a formal complaint with the Town of Madison Business Manager.

C. Investigation of Harassment/Discrimination claims

1. To the greatest extent possible, confidentiality will be preserved by all employees with respect to harassment and/or discrimination incidents and complaints.
 - a. Information will be shared with only those who specifically need to have knowledge of the incident and/or complaint in order to achieve the objectives of this policy.
 - b. Information gathered in achieving policy objectives may be used in the context of any related administrative or judicial proceeding.
 - c. Complaining employees must be aware that witnesses may need to be interviewed in the course of an investigation and that their identity as a complainant may also be revealed in performing such

investigation. Such disclosures will be kept to a necessary minimum.

2. Supervisors will confer with their respective Department Head prior to initiating all investigations of harassment and/or discrimination claims. Such conferences will also occur when an employee tells the supervisor about behavior considered harassment or discrimination, but does not want to make a formal complaint under this policy.
3. Supervisors who receive an allegation of harassment and/or discrimination are responsible for accurate documentation of such complaints and the investigation which follows. Documentation will include, but not be limited to:
 - a. The specific complaint made, including the parties involved and the alleged behavior;
 - b. The investigation that was completed, including any witnesses spoken to and the responses of those interviewed;
 - c. The corrective action taken (when appropriate) to remedy the situation.
4. Records of all harassment/discrimination complaints and information received in the course of an investigation will be:
 - a. Maintained by the respective Department Head
 - b. Kept in strict confidence
 - c. Secured and kept separate from general administrative files.

D. Discipline

1. After an investigation has been completed, any individual found to have engaged in harassment and/or discrimination in violation of this policy, will be subject to disciplinary action up to and including termination.
2. Employees in violation of this policy will, in addition to other disciplinary actions, be required to attend harassment/discrimination training unless discharge is the consequence of the investigation performed.
 - a. It is the responsibility of the respective Department Head to ensure that training is scheduled and completed.

3. Any retaliatory action, including reprisal, coercion or intimidation (directly or indirectly) taken against a complainant, his/her representative or other witness(es) is prohibited and will serve as the basis for disciplinary action up to and including termination.
4. Because false accusations regarding harassment/discrimination can have serious effects on the person or persons accused, any substantiated false accusation will likewise result in disciplinary action up to and including termination.

BY ORDER OF:

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Use of Town of Madison Computers/Internet/Information Technology		
Effective Date: January 1, 2005	Number: 033	No. Pages: 4	Special Instructions: Replaced P014 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Use of Town of Madison Computers/Internet /Information Technology, Computer Use, Internet Use	

I. PURPOSE

The purpose of this policy is to provide employees with guidelines in the use, care and control of Town of Madison Police Department computers and the Internet

II. POLICY

The Town of Madison Police Department shall maintain approved hardware and software in a manner consistent with maintaining a system that is reliable and predictable. These purchases should be discussed with the system administrator prior to purchase to insure compatibility with system hardware.

IV. PROCEDURES

A. General Guidelines

1. Access to Town of Madison Information Technology (IT) resources is a privilege granted to members of the Town of Madison that carries with it the responsibility to exercise common sense and civility.
2. Authorization for use of IT resources is provided to each individual for his or her own use. No person shall use authorization which belongs to someone else.
3. The protection of Town of Madison IT resources depends heavily on each user's careful handling of "keys" to these resources, since any account can serve as an entry point for theft, damage or unauthorized use. Users must protect the confidentiality of their personal codes and passwords and are expected to exercise reasonable care to insure that others cannot use their accounts.
4. Persons shall not obtain or use--or attempt to obtain or use-- passwords, IP addresses or other network codes that have not been assigned to them as individuals or authorized for their use as Town of Madison employees. Persons shall not obtain--or attempt to obtain--unauthorized access to

computer accounts, software, files, or any other Town of Madison IT resources.

5. Persons shall not alter or intentionally damage software or data belonging to someone else or interfere with another person's authorized access to Town of Madison IT resources. Users shall not intentionally disrupt or damage Town of Madison computers or networks in any way.
6. Users of Town of Madison IT resources shall not send anonymous electronic messages or messages with the sender's identity forged.
 - a. Persons conducting investigations necessitating this type of anonymity shall obtain prior permission from his or her supervisor before sending the message or false identity.
7. Persons may not use Town of Madison IT resources to sell or solicit sales for any goods, services, or contributions. Persons may not use these resources to support the nomination of any person for political office or to influence a vote in any election or referendum. No one may use Town of Madison IT resources to represent the interests of any non-Town of Madison group or organization unless authorized by a supervisor.
8. In the interest of making the use of IT resources a natural part of the day-to-day learning and work of all members of the Town of Madison, incidental personal use is tolerated. However, one should use non-Town of Madison sources of e-mail, Internet access, and other IT services for activities of an extensive nature that are not related to Town of Madison purposes.
9. Persons shall not use Town of Madison IT resources to violate Federal, State or local laws.
10. Violation of Town of Madison rules governing appropriate use of IT resources may result in loss of access privileges, disciplinary action, and/or criminal prosecution.

B. Use of Software

1. Only properly licensed and approved software shall be used on Department computers. Town of Madison Software Usage Policy supports all software licensing agreements and directs that any violation thereof be reported immediately to a supervisor.
2. Users who need specialized software will submit a written request to their immediate supervisor documenting the need, the proposed software, the anticipated results, on-going support options/costs and other information as may be needed.

3. System administrators will approve and load all software used on the system, or its components, in order to insure compatibility with the system.
4. Copies of Department-owned software and/or corresponding documentation will be made or distributed only in accordance with the software licensing agreement.
5. Only the system administrator or designee shall change program files, operating files or system set-up configuration files. Examples include batch (.BAT), command (.COM) and system (.SYS) files
6. Software operation malfunctions will be reported to a system administrator in a timely manner.
7. Each user is assigned a unique user ID as needed. Users are:
 - a. Responsible for all business transacted, for reading information, messages and e-mail received under their ID's.
 - b. Directed to report any suspected violation or misuse of their password immediately to their supervisor.
 - c. Encouraged to periodically change their passwords and not reveal their password to any other person. This decreases the likelihood of unauthorized transactions using their ID.
8. Users will create or change Department records only as specifically authorized and in a manner consistent with Department procedures and training.
9. Software audits will be conducted periodically by the system administrator.

C. Use of Hardware

1. Addition of peripheral hardware or changes in setup or configuration of multiple user terminals must be approved by the system administrator.
2. Computers are precision instruments and are easily damaged. Exercise special care when using food, drink, sprays, physical force or potentially damaging items in the area of computer equipment.
3. Report damage, problems or maintenance needs immediately to a supervisor.

C. Use of Mobile Data Computers (MDC's)

1. Users will use the system as specified in training.
2. Personnel will sign on to the MDC when beginning their tour of duty and sign off at the end of their tour of duty unless exigent circumstances exist.
3. Personnel are responsible for making their own status changes when applicable.
4. All communications shall be professional and in concert with standard police operations. Communications are subject to the open records law.
6. Police Officers assigned to patrol will use vehicles equipped with an operational MDC whenever possible.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Work-Related Injury or Illness		
Effective Date: August 8, 2005	Number: 034	No. Pages: 2	Special Instructions: Replaces 034 dated 01/01/05
Reference: Worker's Compensation Packet, 051 Incident Notification Requirements		Distribution: All Personnel	
Reevaluation Date: August 31, 2006		Index as: Work-Related Injury or Illness, Workers Comp, On-duty Injury	

I. PURPOSE

The purpose of this policy is to provide guidance and information to department members concerning work-related injuries and illnesses.

II. Policy

It is the policy of the Town of Madison Police Department to report and document any on-duty related injuries.

III. Definitions

IV. PROCEDURES

A. General Information

1. The Town of Madison carries worker's compensation insurance through Wausau Insurance Companies.
2. The Town's Business Manager is designated as the Worker's Compensation Coordinator.
3. Packets containing the required forms shall be made readily available to all department employees.
4. Employees shall follow the instructions contained on the first page of the packets.

B. Instructions for Injured/III Employee

1. All work-related injuries/illnesses shall be reported by employees within 24-hours of the occurrence of the injury/illness to any department supervisor.
2. Reporting shall be done using the packet, attached with this policy. This packet includes the following forms:
 - i. Employer's First Report of Injury or Disease (WKC-12-E)
 - ii. Employee's Report of Injury form (TMPD 034-1)
 - iii. Medical Release of Information (TMPD 034-2)

- iv. Witness Report (TMPD 034-3)
 - v. Accident Analysis Report (TMPD 034-4)
3. The employee is responsible for completing the forms identified above in IV (B)(2) and forward these forms to their direct supervisor within 24 hours of the injury. The injured employee shall have any witnesses complete the Witness Report form (TMPD 034-3).
 4. The Employee's supervisor shall confirm any witnesses have received and completed a Witness Report form. The supervisor will forward the completed packet to the Chief of Police or if unavailable to the Worker's Compensation Coordinator within 24 hours of the injury (leaving a copy for the Chief of Police).
 5. Supervisors shall review the circumstances of the injury or illness. If any policy/procedure violations occurred the supervisor shall make recommendations for additional training, change of policy/procedure, or discipline. After investigating the incident the supervisor will complete the Accident Analysis form (TMPD 034-4). The supervisor will review this form with the injured employee and forward the form to the Chief of Police.
 6. Questions or concerns about Worker's Compensation can be directed to the Town's Worker's Compensation Coordinator. Questions about this procedure should be directed to your immediate supervisor.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI

Instructions for Injured Employee

“What do I do if I have a work-related injury or illness?”

1. Obtain this packet, all the forms you need are included.
2. A Town of Madison Police Department case number and dictated report is required for each incident where an injury occurs.
3. Complete the following forms:
 - a. Employer’s First Report of Injury or Disease (WKC-12-E)
 - i. Complete the Employee and Injury information sections
 - ii. Complete the final line and sign
 - b. Employee’s Report of Injury (TMPD 034-1)
 - c. Medical Release of Information (TMPD 034-2)
 - d. Witness Report (TMPD 034-3)
 - i. Provide this form to any witnesses and forward the completed form with your other paperwork
4. The packet with the above forms and the Accident Analysis Report (TMPD 034-4) should be forwarded to your direct supervisor within 24 hours.
5. We are required to have this information to our Worker’s Compensation carrier within 24 hours.

“What are the Supervisor Responsibilities?”

1. Your immediate supervisor will review the forms and dictated report. The supervisor will forward the forms to the Chief of Police within 24 hours. If the Chief of Police is unavailable, the supervisor will forward a copy of these forms to Human Resources.
2. The Supervisor will investigate the incident and complete the “Accident Analysis Report” and review the report with the injured employee. The supervisor will forward this report to the Chief of Police.

“Who pays for the medical treatment?”

All medical bills relating to this claim should be forwarded to Renee Schwass, the Worker’s Compensation Coordinator at the Town of Madison within 24 hours of your work-related injury or receiving the bill.

DO NOT USE YOUR GROUP HEALTH MEMBERSHIP CARD if this injury/illness was sustained while working or acting in an official capacity for the Town of Madison.

“What should I do if I still have questions or concerns?”

Contact the Worker’s Compensation Coordinator, Renee Schwass, Business Manager at 210-7260.

EMPLOYER'S FIRST REPORT OF INJURY OR DISEASE

Department of Workforce Development Worker's Compensation Division

201 E. Washington Ave., Rm. C100
P.O. Box 7901
Madison, WI 53707-7901
Imaging Server Fax: (608) 260-2503
Telephone: (608) 266-1340
Fax: (608) 267-0394
http://www.dwd.state.wi.us/wc/
e-mail: DWDDWC@dwd.state.wi.us

An employer subject to the provisions of ch. 102, Wis. Stats., shall, within one day after the death of an employee due to a compensable injury, report the death to the Department of Workforce Development (DWD) and to the employer's insurance carrier, if insured. In cases of permanent disability or where temporary disability results beyond the 3-day waiting period, an insured employer shall also notify its insurance carrier of a compensable injury or illness within 7 days after the injury or beginning of a disability from occupational disease related to the employee's compensable injury.

Insurance carriers and self-insured employers must report all compensable claims to DWD on this form, the EDI system, or the internet format within 14 days of the date of injury.

The provision of your social security number is voluntary. Failure to provide it may result in an information processing delay.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m)]. **(Please read the instructions on page 2 for completing this form)**

EMPLOYEE	Employee Name (First, Middle, Last)		Social Security Number		Sex <input type="checkbox"/> M <input type="checkbox"/> F		Employee Home Telephone No. () -	
	Employee Street Address			City	State	Zip Code	Occupation	
	Birthdate	Date of Hire		County and State where accident or exposure occurred				
EMPLOYER	Employer Name		WI Unemployment Insurance Account No.		Self-Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No		Nature of Business (specific product)	
	Town of Madison		694006					
	Employer Mailing Address			City	State	Zip Code	Employer FEIN	
	2120 Fish Hatchery Road			Madison	WI	53713-	39 - 6005991	
WAGE INFORMATION	Name of Worker's Compensation Insurance Co. or Self-Insured Employer							
	Employers Mutual Casualty Company 16455 W. Bluemound Rd Po Box 327, Brookfield, WI 53008-0327						Insurer FEIN	
	Name and Address of Third Party Administrator (TPA) used by the Insurance Company or Self-Insured Employer						TPA FEIN	
INJURY INFORMATION	Wage at Time of Injury		Specify per hr., wk., mo., yr., etc.		In Addition to Wages, <input type="checkbox"/> Meals <input type="checkbox"/> Room		No. of Meals/wk. No. of Days/wk.	
	\$				Employee Received: <input type="checkbox"/> Tips		Ava. Weekly Amt. \$	
	Is worker paid for overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, after how many hours of work per week?							
	For the 52 week period prior to the week the injury occurred, report below the number of weeks worked in the same kind of work, and the total wages, salary, commission and bonus or premium earned for such weeks.							
	No. of Weeks:		Gross Amount Excluding Tips: \$			If Piece-Work, No. of Hrs. Excluding Overtime:		
			Start Time		Hours Per Day	Hours Per Week	Days Per Week	
	Employee's Usual Work Schedule When Injured:		<input type="checkbox"/> AM <input type="checkbox"/> PM					
Employer's Usual Full-Time Schedule For This Type of Work At Time of Employee's Injury:								
Part-Time Employment Information:		Are there other part-time workers doing the same work with the same schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many?				Number of full-time employees doing the same type of work:		
Injury Date		Time of Injury AM PM		Last Day Worked	Date Employer Notified	<input type="checkbox"/> Date Returned to Work <input type="checkbox"/> Estimated Date of Return		
Did injury cause death? <input type="checkbox"/> Yes <input type="checkbox"/> No		Date of Death		Was this a lost time or other compensable injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		Did injury occur because of: <input type="checkbox"/> Substance Abuse <input type="checkbox"/> Failure to Use Safety Devices <input type="checkbox"/> Failure to Obey Rules		
Was employee treated in an emergency room? <input type="checkbox"/> Yes <input type="checkbox"/> No				Was employee hospitalized overnight as an in-patient? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Name and Address of Treating Practitioner and Hospital:								
Case Number from the OSHA Log:								
Injury Description - Describe activities of employee when injury or illness occurred and what tools, machinery, objects, chemicals, etc. were involved.								
What happened to cause this injury or illness? (Describe how the injury occurred)								
What was the injury or illness? (State the part of body affected and how it was affected)								
Report Prepared By		Work Phone Number () -		Position		Date Signed		

EMPLOYER AND INSURANCE CARRIER INSTRUCTIONS

The employer must complete all relevant sections on this form and submit it to the employer's worker's compensation insurance carrier or third party claim administrator within seven (7) days after the date of a work-related injury which causes permanent or temporary disability resulting in compensation for lost time. The employer's insurance carrier or the third-party claim's administrator may request that this form also be used to immediately report any injury requiring medical treatment, even though it does not involve lost work time.

For any work injury resulting in a **fatality**, the employer must also submit this form directly to the Department of Workforce Development **within 24 hours of the fatality**.

An employer exempt from the duty to insure under s. 102.28, Wis. Stats., and an insurance carrier administering claims for an insured employer are required to submit this form to the Department of Workforce Development within 14 days of the date of work injury.

MANDATORY INFORMATION

In order to accurately administer claims, each of the following sections of this form must be completed. The First Report of Injury will be returned to the sender if the mandatory information is not provided.

Employee Section: Provide all requested information to identify the injured employee. If an employee has multiple dates of employment, the "Date of Hire" is the date the employee was hired for the job on which he or she was injured.

Employer Section: Provide all requested information to identify the injured worker's employer at the time of injury. Provide the name and Federal Employer Identification Number (FEIN) for the insurance carrier or self-insured employer responsible for the worker's compensation expenses for this injury. Also identify the third party claim administrator, if one is used for this claim.

Wage Information Section: Provide the information requested regarding the injured employee's wage and hours worked for the job being performed at the time of injury.

Injury Information Section: Provide information regarding the date and time of injury. Provide a detailed description of the injury, including part of the body injured, the specific nature of the injury (i.e., fracture, strain, concussion, burn, etc.) and the use of any objects or tools (i.e., saw, ladder, vehicle, etc.) that may have caused the injury. Provide the name of the person preparing this report and the telephone number at which they may be reached, if additional information is needed. This form was designed to include information required by OSHA on form 301. If this section is completed and retained, the employer will not have to complete the OSHA 301 form.

Town of Madison Police Department
Employee's Report of Injury

Case #

This report must be submitted to your immediate supervisor within 24 hours after the date of the incident.

INSTRUCTIONS

- Injured Employee
1. Complete items 1-7 in detail
 2. Sign at bottom
 3. If your supervisor will not be available within the next 24 hours, submit the form to the Chief of Police

1. Name _____ Department: Police Position: _____

Date of Injury: _____ Time of Injury: _____

2. Place of accident (where were you?) Be specific: _____

3. Describe specific body part(s) injured: _____

4. In your own words, explain in detail what you were doing immediately before the accident, and how the accident happened: _____

5. Witnessed by: _____

6. Were you using all required personal protective equipment? Yes No

If not, which equipment was not used and why? _____

7. Did you or will you seek medical treatment? Yes No Undecided at this time

Doctor's Name: _____ Clinic or Doctor's Address: _____

Doctor's Phone number: _____

I hereby certify that the above is true and correct to the best of my knowledge. I authorize any hospital or physician who has treated or examined me to release any information requested by the Town of Madison to the injury describe in this statement.

Signature of Employee		Date
Signature of Supervisor	Date Signed by supervisor	Date of Receipt

Town of Madison Police Department Medical Release of Information

The undersigned does hereby consent to the disclosure of information contained in patient health care records of myself to Town of Madison or such third party administrators the Town of Madison may designate, for the purpose of ascertaining the reasons for my absence(s) from work and my fitness to return to work. The patient health care records to be released are those maintained by any and all registered nurses, licensed practical nurses, chiropractors, physicians, podiatrists, physical therapists and psychologists who have provided medical care to me at any time for any treatment related to my _____ . The type of information to be disclosed to the above is any an all in such patient health care records.

This authorization of release is effective one year from the date of signature.

Date this _____ day of _____, 20 _____.

Employee's Name – Signature

Employee's Name - Printed

Witnessed by: _____

Witness signature

Witness name - Printed

**Town of Madison Police Department
Witness Report**

Case #

You were listed as a Witness by _____ to an alleged work related injury.

Name of Witness: _____ Department: _____

Date of incident/accident: _____ Time: _____

Describe what injured employee was doing immediately before the accident and how the accident happened.

Did you see the injured employee wearing or using safety equipment at the time of the incident or accident?

Yes No

If yes, what safety equipment was the employee using?

Witness signature: _____ Date: _____

Supervisor signature: _____ Date received: _____

Town of Madison Police Department Accident Analysis Report

Case #

To be completed by Injured Employee's Immediate Supervisor.
Supervisor to forward to Chief of Police within 48 hours after incident or accident

Instructions

- Supervisor
1. Investigate the accident and complete the form
 2. Review the report with employee
 3. Forward to Chief of Police

Injured Persons Name: _____ Date of Injury: _____

Date Supervisor was notified: _____

1. Describe specific body part(s) injured. _____

2. How long (days, months, years) has the employee been doing this job? _____
3. Is it part of the employee's normal duties? Yes No
4. How did the accident happen? _____

5. What safety equipment is required on the job of the work the employee was performing? _____

6. Was the employee using all required safety equipment? Yes No
7. If "No", which specific personal protective equipment was not used and why not? _____

8. How could the accident have been prevented? Be as specific as possible: _____

9. Does an unsafe condition exist which contributed to the cause of the accident? Yes No
10. If "Yes", what is the condition? _____

11. Recommendation: _____

Signature of Supervisor	Date
Employee Sign & Date that this form was reviewed with your supervisor	Date
Date Received by Chief of Police:	

Town of Madison Police Dept.	Title: Employee Contact Information		
Effective Date: January 1, 2005	Number: 035	No. Pages: 1	Special Instructions: Replaced 009 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Employee Contact Information	

I. Purpose

To provide guidance to employees in maintaining current address and/or telephone number information to facilitate communication between the town and the employee.

II. Policy

Each employee shall maintain a home telephone number. Notification of any changes in address or telephone number shall be forwarded to the Chief of Police immediately.

III. Definitions

IV. Procedures

- A. Every employee shall have a working telephone at his/her residence.
- B. Each employee shall provide and make certain that the department has his/her current home address and telephone number.
- C. A change of address and/or telephone number shall be reported in writing to department administration and payroll staff within twenty-four hours of the change.
- D. Personnel home addresses and telephone numbers will not be released to any person not a member of this department without the authorization of a supervisor.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Family Medical Leave Act		
Effective Date: August 1, 2005	Number: 036	No. Pages: 11	Special Instructions: Town wide policy
Reference: §		Distribution: All Personnel	
Reevaluation Date: As needed		Index as: FMLA, Family Medical Leave Act, Medical Leave	

I. Purpose

The purpose of this policy is to briefly describe some of your rights and responsibilities under Federal and WI Family Medical Leave laws; however, this policy does not, nor is it intended to, spell out every right and responsibility under the two laws.

BY ORDER OF: _____
 Scott T. Gregory
 Chief of Police

TOWN OF MADISON

Family and Medical Leave – Rights and Responsibilities

Employees may be eligible for family and medical leave under the Federal Family and Medical Leave Act of 1993 ("FMLA"), the Wisconsin Family and Medical Leave Act ("WFMLA"), or both. There are different eligibility requirements for these laws, different rights under the laws, and different procedural requirements for employees to follow. The purpose of this policy is to briefly describe some of your rights and responsibilities under these laws; however, this policy does not, nor is it intended to, spell out every right and responsibility under the two laws. If you have any questions or desire additional information, please contact the Town of Madison Business Manager.

Eligibility Requirements

A. FMLA

The general eligibility requirements under the federal Family and Medical Leave Act are:

1. The employee must have been employed by the Town for a total of at least 12 months (not necessarily consecutive);
2. The employee must have worked at least 1,250 hours during the previous 12 months; and
3. The employee works at a workplace where there are at least 50 employees employed by the Town within a 75 miles radius.

B. WFMLA

The general eligibility requirements under the Wisconsin Family and Medical Leave Act are:

1. The employee must have been employed by the Town for more than 52 consecutive weeks; and
2. The employee must have worked at least 1,000 hours during the preceding 52-week period.

Types of Leave

If an employee meets the eligibility requirements of either law, then he or she may be eligible for certain forms of family and medical leave under the law.

A. FMLA

The types of leave available under the Federal Family and Medical Leave Act are:

1. Up to a total of 12 work weeks of unpaid leave during any calendar year for one or more of the following reasons:
 - a. For the birth or placement of a child for adoption or foster care and for care for the newborn and/or newly placed child, if leave is concluded within 12 months from the date of birth or placement; or
 - b. To care for an immediate family member (spouse, child or parent) with a serious health condition; or
 - c. To take personal medical leave if the employee has a serious health condition that renders the employee unable to perform the functions of his or her position.
2. For purposes of 1.b., above, "spouse, child or parent" are defined as follows:
 - a. "Spouse" means husband or wife as defined or recognized under state law for purposes of marriage.
 - b. "Child" means a biological, adopted or foster child, step child, legal ward, or a child of a person having day-to-day care for the child, who is under age 18. Child also includes a child age 18 years or older who is "incapable of self care because of a mental or physical disability."
 - c. "Parent" means biological parent or an individual who was responsible for the day-to-day care of the employee when the employee was a child. This term does not include parents-in-law.
3. A husband and wife who are both eligible for FMLA leave and are both employed by the Town are permitted to take only a combined total of 12 weeks of leave during each calendar year for birth or placement of a child

for adoption or foster care and for care for the newborn and/or newly placed child or to care for the *employee's* parent with a serious health condition.

B. WFMLA

The types of leave available under the Wisconsin Family and Medical Leave Act are:

1. Family Leave

- a. Up to six (6) weeks of unpaid family leave within each calendar year for:
 - i. The birth of the employee's natural child, if the leave begins within 16 weeks of the child's birth; or
 - ii. The placement of a child with the employee for adoption or as a precondition to adoption if the leave begins within 16 weeks of the child's placement.
- b. Up to two (2) weeks of unpaid family leave within each calendar year to care for the employee's child, spouse or parent if he/she has a serious health condition.
- c. No more than eight (8) weeks total may be taken for family leave for any purpose in each calendar year.
- d. For the purposes of 1.b above, a child, spouse or parent has the following meanings:
 - i. Child means a natural, adopted, foster or treatment foster child, a step child or a legal ward to whom any of the following applies: the individual is less than 18 years of age or the individual is 18 years of age or older and cannot care for himself or herself because of a serious health condition.
 - ii. Parent means a natural parent, foster parent, treatment foster parent, adoptive parent, step-parent or legal guardian of an employee or an employee's spouse.
 - iii. Spouse means an employee's legal husband or wife.

2. Medical Leave

Up to two weeks unpaid leave within each calendar year for an employee who has a serious health condition that renders the employee unable to perform his or her employment duties.

Coordination Of The Federal Family And Medical Leave (FMLA) With Wisconsin Family And Medical Leave Act (WFMLA) And Other Leave Benefit Provision.

Leave qualifying under both laws (FMLA and WFMLA) will be counted against the employee's entitlement under both laws. For example, if an individual requests six weeks of leave for the birth of a child, the six weeks will count against both the 12 week FMLA entitlement and the six week WFMLA entitlement.

When leave runs concurrently under WFMLA and FMLA, the provisions of each most favorable to the employee will apply. For example, under the FMLA, the employee does not have the absolute right to choose whether to substitute paid leave for unpaid family and medical leave; the employer may require substitution. Under the WFMLA, however, the employer may not require substitution. Because the WFMLA provision on paid leave substitution is more favorable, that provision will control and employees whose leave qualifies as both WFMLA and FMLA leave will have the right to substitute paid leave for the unpaid family and medical leave.

When leave qualifies as leave under FMLA only (and not also under WFMLA), coordination of other leaves may be required.

Intermittent Leave

A. FMLA

1. Intermittent leave or leave on a reduced work schedule is available with the following limitations:
 - a. Leave must be given only when there is a medical need for such leave and the medical need can best be accommodated through an intermittent or reduced leave schedule and the leave is for the employee's own serious health condition, or to care for a family member with a serious health condition;
 - b. Leave may be given, at the employer's discretion, when taken for the birth of the employee's child or the placement of a child with the employee for adoption or foster care. The size of an increment of leave taken by the employee may be no shorter than one week or one tour of duty.

2. If the employee requests intermittent leave or leave on a reduced schedule, the employer may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position must have equivalent pay and benefits, but does not have to have equivalent duties.

B. WFMLA

Leave may be taken in increments equal to the shortest increment permitted by the Town for any other non-emergency leave. Family leave must be scheduled so that it does not unduly disrupt the Town's operations. Leave for the employee's own serious health condition may be scheduled as medically necessary.

Paid Leave

Employees are not entitled to be paid for their leave under either the FMLA or the WFMLA. However, unused accumulated paid leave may be applied in certain circumstances.

A. FMLA

1. The FMLA permits employees or employers to substitute unused accumulated paid leave, such as annual leave or personal days, or any combination thereof, for any portion of any type of unpaid FMLA leave.
2. The FMLA also permits employees or employers to substitute unused accumulated family leave for that portion of FMLA leave relating to birth or placement of a child for adoption or foster care, or for care for a spouse, child or parent who has a serious health condition. However, the employer is not required to permit the employee to substitute such leave for unpaid FMLA leave if the leave in question would not qualify as family leave under the employer's policy.
3. Finally the FMLA permits employees and employers to substitute unused accumulated sick leave, as defined by the employer's policy for FMLA leave due to the employee's own serious health condition, or the serious health condition of the employee's spouse, child or parent, but only if the leave in question actually qualifies as sick leave under the employer's policy.

B. WFMLA

The WFMLA permits employees to substitute any unused accumulated paid leave for all or any part of unpaid WFMLA leave. The Town may not require such substitution.

Leave Requests

Employees who wish to use family and medical leave under either the FMLA or WFMLA, must provide proper notice of his or her intent to do so. While the time requirements differ under the FMLA and WFMLA, as a rule of thumb, employees should make every effort to provide as much notice as possible for foreseeable leave and should provide notice as soon as possible for unforeseeable leave. Under federal and state law, employees are required to try to schedule foreseeable leave so as not to unduly disrupt the Town's operations.

A. FMLA

Under Federal law, at least 30 days advance notice must be provided when the need for the leave is foreseeable. If it is not foreseeable, notice must be given as soon as practicable.

B. WFMLA

Under Wisconsin law, advance notice of leave must be given in a reasonable and practicable manner. If it is not foreseeable, notice must be given as soon as practicable.

How To Request Leave

To request family or medical leave, an employee must submit a leave request form to his/her Department Head. If an employee does not specifically request family or medical leave, but requests leave from the Department Head for a reason or reasons that might qualify as family or medical leave, the employee will be given a leave request form to fill out and return to the Department Head as soon as possible in order to determine whether the leave requested qualifies as family and medical leave.

The Business Manager will determine which provisions of the FMLA and/or WFMLA applies to the individual employee's situation and, if necessary, provide additional guidance on the employee's rights and responsibilities.

Certification

Certification of a health care provider may be required by the Town. If the certification indicates that the employee or the family member for whom the employee is providing care does not have a serious health condition, the leave will not qualify as FMLA leave.

A. FMLA

1. The Town may require that a Certification of Health Care Provider form be completed whenever an employee requests leave under FMLA:
 - a. For the serious health condition of the employee that prevents him or her from performing one or more of the essential functions of the position; or
 - b. To care for a family member who has a serious health condition.
2. Employees will be allowed at least 15 calendar days to return the completed medical certification form, or in the case of medical emergency or unforeseen circumstances, as soon as practicable after the commencement of leave. If the employee fails to provide timely medical certification, leave may be denied until the required certification is provided.

3. The Town may generally request recertification at reasonable intervals, but not more often than every 30 days unless:
 - a. The employee has requested a leave extension; or
 - b. Circumstances described by the original certification have changed significantly; or
 - c. The Town receives information which questions the continuing validity of the certification; or
 - d. The employee is unable to return to work after FMLA leave and the Town needs such information for health insurance purposes.
4. The Town may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

B. WFMLA

The Town may require that a Certification of Health Care Provider form be completed whenever an employee requests leave under WFMLA:

1. For the serious health condition of the employee that prevents him or her from performing one or more of the essential functions of the position; or
2. To care for a family member who has a serious health condition.

Denial Of FMLA Leave Requests

Requests for leave under either federal or Wisconsin FMLA can only be denied when:

- A. The employee does not meet the eligibility requirements as outlined in this policy; or
- B. The condition or purpose for which leave is sought is not for a FMLA or WFMLA qualifying condition or purpose; or
- C. The employee has failed to provide timely advance notice; or
- D. Medical certification has not been provided as required.

Group Health Benefit Continuation

A. FMLA

1. The employee's group health insurance benefits, including health and dental, will continue during the duration of the leave period under the same circumstances and condition as existed prior to the leave. If the employee fails to timely pay any portion of his or her insurance premium, these benefits need not be maintained, although the employee is entitled to restoration of identical coverage upon return from leave.
2. If the employee chooses not to return to work at the end of the leave period for reasons other than a continued serious health condition of the employee or the employee's family member under circumstances where the leave would otherwise qualify as FMLA leave, or other circumstances beyond the employee's control, the Town may recover from the employee the portion of the premium for the group health plan, and if the Town covered the employee's portion of the premiums, that portion as well.

B. WFMLA

The employee's group health insurance benefits must continue during the duration of the leave period under the same circumstances and condition as existed prior to the leave. If the employee fails to timely pay any portion of his or her premium, these benefits need not be maintained, although the employee is entitled to immediate restoration of identical coverage upon return from leave.

Return To Work

- A. Upon return from a leave under the FMLA and WFMLA, an employee will, except as explained in paragraph B, below, be restored to his or her original position, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, including equivalent responsibilities. The employee will not lose any employee benefit that he or she had earned before taking leave, and any period of leave will be treated as continued service for the purpose of vesting and eligibility to participate in pensions or investment plans. Under the law, the employee will not be credited with the accrual of additional benefits or seniority that would have occurred had the leave not been taken. However, the Town of Madison policy allows for the continuation of the accrual of benefits and seniority that would have occurred had the leave not been taken.
- B. For any part of family or medical leave that is covered only by the federal FMLA, those employees designated as "highly compensated" or "key" employees as defined under the FMLA, are not guaranteed to return to any position.

Fitness-For-Duty

Under FMLA, the employer may require an employee returning from leave for his or her own serious health condition to provide a fitness-for-duty certificate, but only if the employer uniformly requires such certification when employees return from other types of sick or medical leave.

Failure To Return From Leave

The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless a leave extension is granted, as specified below. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of his or her own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the Department Head. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Extensions of leave must be approved through Town Board action.

Additional Information

It is not possible to spell out all rights and responsibilities of Town employees under the two family and medical leave laws. If you have any questions or desire additional information, please contact the Town of Madison Business Manager.

Town of Madison Police Dept.	Title: Overtime		
Effective Date: January 1, 2005	Number: 050	No. Pages: 5	Special Instructions: Replaces 014 dated 08/19/04
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Overtime, Emergency Call-in Procedure, Response to Calls at Shift Change	

I. PURPOSE

The purpose of this policy is to provide a structure for monitoring, managing and controlling the use of personnel overtime. Consistency how officers fill overtime assignments are imperative.

II. POLICY

It is the policy of the Town of Madison Police Department to provide overtime compensation, in a fiscally responsible manner, to Town of Madison Police Department employees in accordance with federal, state, and collective bargaining agreements for work performed outside of the normally scheduled duty day consistent with department goals and objectives.

III. DEFINITIONS

Overtime: Work performed outside the posted schedule, except routine preparation of reports and that time worked resulting from voluntary exchange of shift with another employee. Reports ordinarily will be done on an officer's regular tour of duty, unless directed to be done on overtime if necessary.

Fair Labor Standards Act (FLSA) (29 U.S.C. 207(a)): Federal law regulating wages and work hours to include provisions for overtime pay.

Contractual Labor Agreements: Overtime compensation is regulated through the current Wisconsin Professional Police Association/Law Enforcement Relations Division (WPPA/LEER) union contract.

IV. PROCEDURES

A. General Guidelines

1. Overtime should be used only when other alternatives are not appropriate.
2. The employee completing the overtime work must complete Town of Madison Police Department form Time/Expense Documentation, to receive overtime compensation.
 - a. An employee's signature on Time/Expense Documentation verifies that the information is correct and authenticates the request for compensation.
 - b. Submission of a Time/Expense Documentation form containing false information may subject that employee to disciplinary action.

3. Time/Expense Documentation form shall be submitted to his/her immediate supervisor as soon as practical.
4. The immediate supervisor authorizing the overtime will sign the Time/Expense Documentation form for overtime worked.
 - a. The supervisor's signature indicates his/her review of the Time/Expense Documentation form and certifies the appropriateness of the claim in accordance with department policy and contractual obligations.
5. When subpoenas are issued and cause an employee to work overtime, the subpoena will be attached to the Time/Expense Documentation form.
6. Routing of the Time/Expense form
 - a. After the employee completes the form, the employee will route the form to his/her immediate supervisor.
 - b. The supervisor will approve or deny the form and forward the yellow copy to the officer. The white copy will be forwarded to the Administrative Sergeant, or other staff person responsible for scheduling. These copies will then be forwarded to the Chief of Police, or other staff person responsible for completing payroll, no later than 8:00 am on the Monday following the end of a pay period.

B. Response to calls at shift change

1. Calls that are received after fifteen minutes prior to shift change will be handled by the on-coming shift. (For example, a call received at 10:46 p.m. will be the responsibility of the 11PM-7AM shift.) Calls received just prior to fifteen minutes before shift change, e.g. 10:38 PM may be handled by the out-going shift. Since the public judges our effectiveness to some degree on response time, the "stacking" of calls without reasonable justification will not be tolerated.
2. Minor calls may be held by the out-going shift near shift change. The out-going shift shall inform the in-coming shift of the call, location and time they received the call as well as any other pertinent information.
3. Officers are reminded to complete their reports when the opportunity arises during a tour of duty instead of waiting until the end of the shift.

C. Overtime Shift

1. Eight (8) hours shifts will be divided into two (2) 4-hour shifts.
2. Except in an emergency situation employees should have four (4) hours off between shifts.
 - a. This does not include court appearances, staff assignments, training, special events (traffic control overtime, etc.), paperwork, etc
3. "Double Shifts" will only be allowed as a last resort when all other means of filling a shift are exhausted. It is the department's desire not to have officers work double shifts, but they will be allowed to prevent an officer from being ordered-in.
4. Working more than a double shift will only be allowed in an emergency situation.

5. The Chief of Police or designee in special circumstances may suspend the above procedures.
6. No more than twenty-four (24) hours of overtime that is voluntarily scheduled will be assigned without prior approval during the six (6) scheduled workdays.

D. Posted overtime shifts

1. Known overtime shifts will be posted one month in advance with the monthly schedule.
2. For the first five (5) days immediately following the posting of the regular monthly schedule, full-time officers will have first opportunity to fill up to 50% of the listed known vacancies.
 - a. If full-time officers sign up for more than 50% of the overtime shifts in this time period the least senior officer will have their name removed until no more than 50% of the overtime shifts are signed up for by full-time officers.
3. Day six (6) through day fifteen (15) part-time officers will be allowed to sign up for the remaining shifts.
 - a. Part-time officers are not allowed to bump full-time or part-time officers. Except with the exception as noted above in IV(D)(2)(a)
 - b. It is the intent for part-time hours to be divided up and available to all part-time officers.
4. After fifteen (15) days full-time personnel will be able to sign up for the posted overtime.
 - a. Full-time officers are not allowed to bump part-time officers.
5. Bumping and retraction of overtime that an officer signed up for may take place up to five (5) days prior to the day of the vacancy.
 - a. Five days is 120 hours. To calculate the five (5) day lock in period it will start 120 hours prior to the beginning of the overtime shift.
6. Five (5) days prior to the day of the vacancy no bumping or retraction of an overtime shift is allowed.
 - a. When an officer takes or cancels overtime near the 5-day lock in period the officer should date and note the time this was completed on the posting.
 - b. If an officer has signed up for an overtime shift and within five (5) days wants to retract this overtime the officer should complete a Shift Vacancy Call-in Form to fill this shift. If the officer is unable to fill the shift the officer has committed to working these hours and is required to work.
7. Overtime known after the schedule has been posted will be offered to part-time officers first. This includes vacation and holiday requests after the schedule has been posted, but excludes the first two (2) days of an absence for sickness.

E. Order-in

1. If routine overtime shift, sick shift or special assignment can not be voluntarily filled, all part-time officers will be queried in an attempt to fill the shift.
2. The least senior *regularly scheduled* officer will be ordered to stay for the four (4) hours from the preceding shift and the least senior *regularly scheduled* officer from the succeeding shift to work four (4) hours early.
 - a. *An officer already working overtime may be ordered if the regularly scheduled officer has already worked twelve (12) hours.*
 - b. The Detectives/Investigators, Court Officer and Neighborhood Officer are included as a regularly scheduled officer according to their scheduled hours as posted on the schedule.
3. The intent is to have an officer only accountable to work four (4) extra hours on either side of the officer's normal scheduled shift.
4. Sergeants may work the overtime shift to prevent an officer from being ordered to work.
5. Sergeants may be called to fill a shift and accept the shift. If an officer calls after the sergeant has accepted the shift the shift is considered to be locked-in as indicated in IV(F)(2)(F).

F. Shift Vacancy Call Form

6. This form is to be used to document notification and the subsequent filling of a shift vacancy that is out of the posted schedule.
7. The senior officer on-duty when the shift vacancy notification takes place is responsible for filling the shift and proper documentation of seniority call-in responses using the Shift Vacancy Call Form.
 - a. Officers should use common sense when completing and filling these shifts. If an officer calls in sick for the 3:00 pm –11:00 pm shift at 3:00 am, the senior officer working can wait until shift change at 7:00 am and forward this information to the senior officer working 7:00 am – 11:00 am to fill this shift.
 - b. Calls are made to all officers available to work the shift, including those officers on vacation; if the shift is outside of the hours they are on vacation.
 - c. Do not call people who are already working or are off with an injury or otherwise unable to work.
 - d. Officers are required to use the primary phone number on the form to contact an officer.
 - i. You will let the telephone ring at least ten (10) times if there is no answer this needs to be noted on the form.
 - ii. If an answering machine answers the officer will leave a brief message on the answering machine.
 - e. Officers may use alternative numbers (pagers, cell phones, etc) to contact officers to work. If reasonable, officers may respond to another officers residence to contact them to work.

- f. If an officer calls back and the shift has not been filled the officer who called back may receive the overtime.
 - g. If an officer accepts the overtime and a more senior officer calls back later, the shift has been locked with the first officer.
8. If an officer feels there is a need to have an extra officer working the officer may have another officer respond on overtime.
- a. If it is less than two hours from the start of the next shift the on-duty officer may call in the next shift early.
 - b. If is more than two hours of overtime the Shift Vacancy Call Form will be used.

G. Emergency call-in procedure

In an emergency situation any officer may request as many Town officers respond to assist as possible. The following procedure will be used.

9. The officer requesting emergency assistance will request dispatch to start the emergency call-in procedure for our department. Due to workload at the Dane County Communications Center, they are unable to complete 18 phone calls to obtain officers to respond to the police department.
10. Dane County Communications Center will start the call-in procedure in this fashion:
- a. Senior ID Officer
 - b. Second senior ID Officer
 - c. Third senior ID Officer
 - d. Investigator
 - e. Patrol Sergeant
 - f. Administrative Sergeant
 - g. Chief of Police
11. Dane County Communications Center will notify the first officer of the situation and advise that patrol officers are requesting as many Town Officers respond as possible.
12. The first person Dane County Communication Center contacts and is able to respond will then go through the call-in list while at home to have more officers respond to the scene. The officer will determine if notification to the Chief of Police is necessary and notify the Chief of Police if necessary.
- a. The officer that Dane County Communications Center contacts that makes the above phone calls will have their overtime start at the time of notification, as long as this officer is at the police department within one (1) hour of the notification. This extra compensation will cover the time to make the necessary phone calls.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

TMPD – SIGN UP OVERTIME SHEET

****NOTE: Use your RADIO #, not your initials when signing up for Overtime****

Day	Date of opening	SHIFT	OFFICER Date of signup	OFFICER Date of signup	OFFICER Date of signup	OFFICER Date of signup	OFFICER Date of signup	OFFICER Date of signup	OFFICER Date of signup	Date Posted	POSTED BY

1st thru 5th of month – FULL –TIME SIGN up ONLY
 6th thru 15th of month PART-TIME SIGN UP ONLY
 16th of month thru 5 days before shift, open to FULL or PART-TIME
 5 days prior to open shift will be order-in.
 # of open shifts posted _____ of which 50% of those are available for FULL-TIME

Town of Madison Police Dept.	Title: Incident Notification Requirements		
Effective Date: January 1, 2005	Number: 051	No. Pages: 1	Special Instructions: Replaces P012 dated 06/20/3
Reference: 003 Use of Force , 034 Work-Related Injury or Illness		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Incident Notification Requirement, Notification requirements	

I. PURPOSE

The purpose of this policy is to provide guidelines as to when the Chief of Police shall be notified of certain events or incidents.

II. POLICY

It is the policy of the Department to provide information to the office of the Chief of Police about events that may be of interest to the Department.

III. PROCEDURES

A. The Chief of Police shall be contacted at the earliest opportunity in the event of any incident occurring in the Town or involving the department that may be serious, major, controversial, sensitive, require extensive media involvement, or may otherwise have an adverse effect on the Department.

B. Examples of such incidents include, but are not limited to:

1. Serious officer injuries or death involving the Department
2. Officer involved shootings
3. Incidents with questionable deaths
4. Incidents involving multiple deaths
5. Incidents which may be of significant media interest
6. Incidents of a political nature
7. Particularly violent incidents
8. Motor vehicle crashes involving department vehicles
9. Other incidents per the discretion of any department member

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Uniform Requirements and Specifications		
Effective Date: January 1, 2005	Number: 052	No. Pages: 7	Special Instructions: Replaces 001 dated 06/20/3
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Uniform Requirements and Specifications, Uniform Allowance	

I. PURPOSE

To establish a uniform policy that will be applicable to all sworn personnel of the Department.

II. POLICY

III. DEFINITIONS

IV. PROCEDURES

A. General

1. Officers shall wear either winter or summer uniforms as prescribed by this policy. "Summer" for purposes of this policy is defined as short-sleeved shirts with either pants or shorts. "Winter" is defined as long-sleeved shirts with pants only. Officers choosing to wear the "Winter" uniform have the option of wearing a black turtleneck or dickey. Although Officers may choose to wear either the "Summer" or "Winter" uniform regardless of the season, there shall be no mixing of the two, i.e....wearing shorts with a long-sleeved shirt. The Chief of Police or his designee may alter the prescribed uniform requirements based on the duty assignment of an employee.
2. When in uniform, the entire uniform will be worn. Officers are not allowed to combine civilian clothing and uniform clothing unless the uniform clothing is not readily identifiable as uniform clothing (such as a pair of dress trousers). No other uniform components, patches or insignias may be worn while in uniform other than those prescribed by this procedure.
3. Each officer will be responsible for the correctness and fit of all uniform items ordered and each officer will be responsible for return and replacement of non-conforming items. Officers will not be reimbursed for shipping costs to return non-conforming uniform items.
4. Each officer shall be responsible for the condition of all uniform items and shall replace same when necessary.

5. All employees who fail to complete the probationary period will be required to return all items issued. Upon separation from the Department, all employees will be required to return all badges, keys, ID cards, etc. Uniform or equipment items purchased from clothing allowance within six (6) months from time of purchase shall be returned to the Town via the Chief or his designee in a timely manner.

B. Uniform/Clothing Classifications (see additional description in section II.D.)

1. **Uniform “A”** - Dress/Duty Uniform shall consist of:

- a. Shirt - Black, long or short sleeve
 - (1) White or black T-shirt is required if no tie is worn, or
 - (2) Black turtleneck or dickey may be worn in lieu of t-shirt (optional)
 - (3) Tie (optional)
- b. Trousers - Black, dress (knit) or tactical
 - (1) Shorts - Black (optional)
 - (a) Socks - Plain white shall be worn with shorts only
- c. Footwear - Black boots, tennis shoes, or other approved footwear
 - (1) Black socks are required if socks are visible
- d. Hats – Black dress or black stocking “watch” or baseball cap (optional)

(1) Blue dress hats are “grandfathered” and shall be black in color when replaced.

- e. Outerwear - Black jacket or coat
 - (1) All navy blue jackets and coats are “grandfathered”
 - (2) Replacement coats and jackets shall be black in color
- f. Belt - Black in color
 - (1) Duty belt - Basketweave leather or nylon

2. **Uniform “B”** - Duty Uniform shall consist of:

- a. Shirt - Black “polo” style, long or short sleeved
 - (1) White or black T-shirt is required, or
 - (2) Black turtleneck or dickey may be worn in lieu of white t-shirt (optional)

- b. Trousers - Black, dress (knit) or tactical
 - (1) Shorts - Black (optional)
 - (a) Socks - Plain white shall be worn with shorts only
 - c. Footwear - Black boots, tennis shoes, or other approved footwear
 - (1) Black socks are required if socks are visible
 - d. Hats – Black dress or black stocking “watch” or baseball cap (optional)
 - (1) Blue dress hats are “grandfathered” and shall be black in color when replaced.
 - e. Outerwear - Black jacket or coat
 - (1) All navy blue jackets and coats are “grandfathered”
 - (2) Replacement coats and jackets shall be black in color
 - f. Belt - Black in color
 - (1) Duty belt - Basketweave leather or nylon
3. **Uniform “C”** - Training/Court Uniform shall consist of:
- a. Shirt - Dress button down or “polo” style shirt
 - (1) Tie with button down shirt (optional)
 - b. Trousers - Dress pants or slacks (Dockers® or similar)
 - (1) Jeans are not permitted
 - c. Footwear - Dress or casual shoes
 - (1) Tennis shoes or sneakers are not permitted
 - d. Sport coat or sweater (optional)
 - e. This section **does not** apply to In-Service Training
4. **Uniform “D”** - Formal Uniform shall consist of:
- a. Shirt - Black, long sleeve
 - (1) Tie, or
 - (2) Ascot, white and including braids

- b. Trousers - Black, dress (knit)
- c. Footwear - Black dress shoes
 - (1) Black socks are required if socks are visible
- d. Hat – Black (or blue until replaced) dress
- e. Belt - Black in color
 - (1) Duty belt - Basketweave leather or nylon

C. Uniform Requirements

Function	Uniform “A”	Uniform “B”	Uniform “C”	Uniform “D”
Patrol	YES	YES	NO	NO
Investigator	YES	YES	YES	NO
Court Attendance	YES	YES	YES	NO
Training - In-service	YES	YES	NO	NO
Training – Other	YES	YES	YES	NO
Court Officer	YES	YES	YES	NO
Funerals	NO	NO	NO	YES
Special Events	AS DIRECTED BY CHIEF OF POLICE			

D. Uniform Clothing Specifications

1. Uniform shirts

- a. Comparable to the "Major" provided by Badger Uniforms. It shall be black in color, with a button down front, sewn-in creases, and epaulets. Buttons on the epaulets and pocket fronts shall be gold in color. Patches will be sewn on each sleeve, one inch below each shoulder seam.
- b. “Polo”-type pullover shirt with a collar, black in color is also approved uniform wear. The shirt will be similar to Blauer Streetgear 8130 (short sleeve). The “Polo” shirt shall be black in color, sewn in creases, and epaulets. Patches will be sewn on each sleeve, one inch below each shoulder seam. Badges and name plates will be worn. There will be no embroidering on the “Polo” shirt. Previous “Polo” shirts described below are grandfathered and all new or replacement “polo” shirts will be as described above. NOTE: The “Grandfathered” “Polo” shirts are described as: “Polo”-type pullover shirt with a collar, black in color, is

also approved uniform wear. The shirt shall have the department patch/logo embroidered upon the left front breast of the shirt, and the officer's last name embroidered on the right front breast. The "Polo"-style shirt will have "POLICE" in large gold lettering across the back of the shirt, horizontally between the shoulder blades. The word "POLICE" shall be embroidered on the sleeve cuffs (short-sleeve only). All embroidery shall be gold in color.. NOTE: The shirt with the department embroidered badge shall be grand-fathered and worn until 07/01/03 at which time it would be replaced by the "Polo"-type pullover shirt with the department patch/logo embroidered upon the left breast.

- c. Sergeants will wear chevrons on both shoulder sleeves. The chevrons will have a dark blue background, with three stripes in light blue, bordered by a light stripe around each stripe. The chevrons will be positioned on each sleeve centered one-half inch below each Departmental shoulder patch.

(1) Chevrons shall not be worn on the "Polo"-style uniform shirt.

- d. Undershirts shall be worn in compliance with this policy and shall be white or black and either crew or v-neck. Turtlenecks and dickeys shall be black in color.

2. Uniform trousers

- a. Black, zippered fly and 1/4 slant front pockets. Comparable to Badger Uniform #8829.
- b. Also acceptable is the black tactical pant. The approved pair is the Blauer Streetgear side pocket trouser or similar.
- c. Approved for the summer uniform are Pro-Tuff black tactical shorts or similar. These can be worn for routine patrol. Individual officers can wear shorts independent of the officers on the rest of the shift.
- d. Belt to be black with buckle in gold finish or velcro closure.

3. Uniform tie

- a. Black clip-on style.

4. Socks

- a. Socks shall be worn. Plain black in color. Other color socks are permitted so long as no part of the sock is visible (i.e. white socks when worn with boots).

5. Footwear

- a. Black, duty style boots or shoes with plain or stitched toe.

6. Hats

- a. Dress hat
 - (1) The dress hat will be those provided by the Department. The hat will be navy blue in color and have a black brim on it. The top of the hat will be round.
 - (a) Replacement hats will be black in color
 - (2) Hat will have plain black band for patrol officer and gold snake band for Sergeant and above.
 - (3) Department issued hat badge will be properly affixed on hat.
 - b. Winter hat - Black "watch cap". The hat will be consistent with a nylon or wool style knit stocking cap.
 - c. Baseball cap - Approved style will be baseball cap as approved by Department, black in color.
 - (1) Baseball cap may be worn during any season.
7. Uniform sweater
- a. Black military style pullover, described as a "commando" style sweater.
 - b. If worn as outer garment it will have shoulder patches affixed to each sleeve one inch below shoulder seam, shoulder epaulets, badge and name tag affixed. Sergeants and above will affix rank on epaulets using appropriate collar insignia.
8. Uniform jackets
- a. Winter jacket - Nylon tufnyl, cloth Gore-Tex style waist or hip length, with or without removable liner. Blauer jacket with thinsulate is acceptable model. It will be black, with zipper and metal buttons in gold finish. Shoulder patches will be sewn one inch below shoulder seam on each sleeve, badges will be worn, and Sergeants and above will affix rank on each collar.
 - (1) Blue jackets are "grandfathered" until replaced
 - b. Spring jacket - Lightweight nylon and may be reversible to orange with reflective stripe. Badger Uniform "Badge Air" is acceptable model. Sergeants and above will affix rank on each collar.
 - c. Sergeants will wear sergeant chevrons on both shoulder sleeves on jackets (stripes will not be required on the raincoat). The chevrons will have a dark blue background, with three stripes in light blue, bordered by a light

stripe around each stripe. The chevrons will be positioned on each sleeve centered one-half inch below each Departmental shoulder patch.

- d. Raincoat - Black/orange reversible.
- e. Leather coat - Will be optional for winter jacket. Approved is the Chicago-style leather jacket in black.

9. Gloves

- a. Black in color. Gloves will cover the full hand and fingers. Fingerless gloves are not authorized.

10. Service belt

- a. Shall either be black basketweave leather or black nylon. Will either have gold or black finish buttons or velcro closures.
 - (1) Required: double compartment ammunition holder, handcuff case, baton holder for expandable or straight baton, security holster for officer's particular weapon, portable radio holder, OC spray holder and glove holder.
 - (2) Optional: key holder, flashlight holder and a second handcuff case.

11. Badges

- a. Both the hat and breast badge will be only those issued by the Department.
- b. The breast badge will be worn on the outermost garment. The hat badge will only be worn with the round dress hat.
- c. Breast badge will be in gold finish, with their lettering being black in color and one-eighth inch in height.
- d. The breast badge will have rank on top, full color State of Wisconsin seal in middle, and be encircled by the wording "Town of Madison" with "Wis" on the bottom. The overall size of this badge is three inches by one and three-fourths inches.
- e. The hat badge will have full color State of Wisconsin seal in middle, encircled by the wording "Town of Madison" with the rank across the bottom, silver or gold in color

12. Name plate

- a. Shall be gold finish with black lettering with officer's last name affixed on it. It is to be worn on outermost garment and one-half inch above the right pocket.

- b. Approved are the nametags with the "Town of Madison" emblem or the "Serving Since" attachment.

13. Tie bar

- a. Badger Uniform emblem style #2615. It will be done in gold finish and have small "Town of Madison" emblem centered on it. It will be worn even with the fourth button from the top and perpendicular to the tie.

14. Collar insignia

- a. Sergeants will affix "SGT" on each collar of jacket and shirt, or on each epaulet of sweater if worn. Investigators are authorized to wear "INV" collar insignia while working in a patrol capacity. Patrol officers will use "TMPD" or "TNMPD" on each collar of uniform shirt. Replacement collar insignia purchased will be "TMPD" only.

III. Approved Uniform Items for Clothing Allowance Purchase

Appendix 1 of this procedure is a listing of all uniform items and accessories that may be purchased on an officers clothing allowance. Other items may be approved and will be added to the appendix.

IV. Replacement Of Damaged Uniforms And/Or Equipment

Initial issue item, items purchased on the officers uniform allowance, or items personally obtained will be replaced by the officer, not the department. The intent of the Uniform Allowance is for officers to replace damaged or worn uniform items. Reasonable costs for repair/replacement of personal artifacts such as glasses, contacts, and watches will be considered on a case-by-case basis. Claims for damage to clothing and/or equipment, resulting from the performance of duty, shall be directed to the Chief of Police in writing via chain of command.

V. Sources Of Uniform Items

- | | |
|---|---|
| <p>A. Badger Uniforms & Equipment
4854 South 10th Street
Milwaukee, WI 53221-2412
414-489-2600
1-800-558-5952
1-800-864-2705 FAX</p> | <p>C. Professional Equipment and Supply
43 N. Main Street
P.O. Box 62
Deerfield, WI 53531
608-764-2040
608-764-2677 FAX</p> |
| <p>B. Schenk-Huegel Company
2005 Winnebago Street
Madison, WI 53704
1-608-244-6245</p> | <p>D. Streicher's
4777 N. 124th Street
Butler, WI 53007
(262) 781-2552
(262) 781-0444 FAX</p> |

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

TOWN OF MADISON POLICE DEPARTMENT

FULL TIME OFFICER - UNIFORM BASIC ISSUE

Name: _____ Starting Date: _____

ITEM/QUANTITY	RECEIVED DATE	RETURNED DATE
Shirts - 4 ea. Summer w/ patches 4 ea. Winter w/ patches	_____	_____
Trousers - 1 pr. (black, dress) 2 pr. (black, tactical)	_____	_____
Ties - 1	_____	_____
Shoes/Boots - 1 pr. (\$50.00 max.)	_____	_____
Caps - 1 round duty hat 1 winter cap	_____	_____
Jackets - 1 summer w/ patches 1 winter w/ patches	_____	_____
Raincoat - 1 (black/orange)	_____	_____
Badges - 1 jacket 1 shirt	_____	_____
Belts - 1 duty belt 1 trouser belt	_____	_____
Ammo case - 1 double	_____	_____
Handcuff case - 1 (Double or single case)	_____	_____
Baton ring/holder - 1	_____	_____
Flashlight ring (optional)	_____	_____
Holster - 1	_____	_____
Belt keepers - 3	_____	_____
Portable radio holder - 1	_____	_____
Body armor - 1 (Limit of \$850.00)	_____	_____
Nameplate - 1	_____	_____
Collar Insignia - 1 pr. "TMPD"	_____	_____

ITEM/QUANTITY	RECEIVED DATE	RETURNED DATE
Oleoresin Capsicum (OC) canister - 1	_____	_____
Oleoresin Capsicum (OC) holster - 1	_____	_____
Glove holder - 1	_____	_____
Briefcase - 1	_____	_____
Handcuffs w/ key - 1 pr.	_____	_____
Baton - 1	_____	_____
ID Cards - 2	_____	_____
Keys	_____	_____
Policy Manual	_____	_____
Procedure Manual	_____	_____
Map Book	_____	_____
Town Work Rules	_____	_____
Fingerprint Kit	_____	_____
WPPA Contract	_____	_____
Ammunition	_____	_____
Portable Radio/Accessories	_____	_____
Blood borne Pathogen PPE	_____	_____

TOWN OF MADISON POLICE DEPARTMENT
PART TIME OFFICER - UNIFORM BASIC ISSUE

Name: _____ Starting Date: _____

ITEM/QUANTITY	RECEIVED DATE	RETURNED DATE
Shirts - 2 ea. Summer w/ patches 2 ea. Winter w/ patches	_____ _____	_____ _____
Trousers - 1 pr. (black, dress) 1 pr. (black, tactical) (Or two pair of either style)	_____ _____ _____	_____ _____ _____
Jackets - 1 year round w/ patches	_____	_____
Badges - 1 jacket 1 shirt	_____ _____	_____ _____
Name plate - 1"TMPD"	_____	_____
Collar Insignia - 1 pr.	_____	_____
ID Cards - 1 Department	_____	_____
Keys	_____	_____
Policy Manual	_____	_____
Procedure Manual	_____	_____
Map Book	_____	_____
Town Work Rules	_____	_____
Blood borne Pathogen PPE	_____	_____

Appendix 1

Approved Uniform Items for Clothing Allowance Purchase

All items currently listed on the FULL-TIME OFFICER – UNIFORM BASIC ISSUE list as delineated in this Procedure.

- A. Weapons, as designated in Section 4, Article XIII of the current collective bargaining agreement and Firearms policy P005.
- B. The following clothing items:
 - 1. Turtlenecks, black only
 - 2. Dickies, black only
 - 3. Socks, black or white
 - 4. Underwear, long
 - 5. Gloves, black and/or orange
 - 6. Cap, stocking, black only
 - 7. T-shirts, black or white only
 - 8. Rain boots – black over-the-shoe flexible, zipper style (16” or 18” height)
 - 9. Sewing or removing of patches from uniform items
 - 10. Chevrons or color insignia
- C. The following accessories:
 - 1. Badge holder wallets
 - 2. Briefcase
 - 3. Utility tool/knives (must be pre-approved by Chief)
 - 4. Polartech™ hoods (or other similar material), black only
 - 5. Personal Data Assistant (PDA) for officers in specialized assignment (Investigations or Neighborhood Officer) – Must be approved by Chief
 - 6. Tie Tack
 - 7. Form Holder
 - 8. Off duty holster (including fanny packs)
 - 9. Pistol/gun locks – Must be approved by Chief
 - 10. Flashlight and accessories
- D. All other items not specifically mentioned must be pre-approved by Chief of Police

Town of Madison Police Dept.	Title: Ride-along Program		
Effective Date: January 1, 2005	Number: 053	No. Pages: 3	Special Instructions: Replaced 002 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Ride-along Program	

I. PURPOSE

To establish guidelines to civilians and sworn officers not employed by the Town of Madison Police Department to ride with a police officer.

II. POLICY

III. DEFINITIONS

II. PROCEDURES

A. General Requirements

1. All requests for participation in the Ride-Along Program must be approved by a supervisor.
2. The "Ride-Along Orientation" form and the "Agreement Assuming Risk of Injury or Damage, Waiver and Release of Claims and Indemnity Agreement" forms will be utilized as the application form to request participation in the Ride-Along Program. These documents must be submitted each and every time an individual participates in this Ride-Along Program.
3. Persons aged eighteen (18) or over are eligible to participate in the Ride-Along Program.
4. Such participation shall be at the discretion of any Supervisor.
5. The participating individual is to be identified upon request as an observer and in no way is to be identified as having any police power, except as may be provided by law.

B. Individual's Requirements for Participation

1. The participating individual must present a neat, clean appearance. Appropriate clothing must be worn at all times.
 - a. Examples of appropriate clothing: Neat, clean jeans (without holes or patches), collared shirt (no T-shirts), shoes and socks (no sandals), tennis shoes are allowed.
2. The participating individual will not be allowed the use of any electronic recording device such as a tape recorder, camera, etc.
3. All activities and information observed, overheard, obtained or resulting from the participant's involvement in this Ride-Along Program shall be treated by the participating individual as CONFIDENTIAL.
4. The participating individual will sign a copy of the "Ride-Along Orientation Rules" and have a signed copy of this document in his/her possession during the ride-along session.
5. All requests to participate in the Ride-Along Program must be submitted at least two (2) weeks prior to the requested ride-along date. Any supervisor at their discretion may waive this time frame. In extenuating circumstances, the senior officer on-duty may authorize a ride-along when there has not been a proper submission of the request to a supervisor. In such cases, the senior officer shall make every effort to obtain at least verbal approval from a supervisor.
6. Participating individuals' ride-along period shall not exceed eight (8) consecutive hours for any participant.

C. Assigned Officer's Rights and Responsibilities

1. Individuals participating in the Ride-Along Program shall be under the immediate and direct control of the officer to which he/she has been assigned.
2. The participating individual is not to engage in any police activity unless expressly directed to do so by a Town of Madison Police Officer.
3. The participating individual is not to be armed with any type of weapon.
 - a. Exception: Sworn police officers in the State of Wisconsin may carry a concealed firearm in compliance with State law and that officer's departmental policy.

- b. The Town of Madison assumes no liability for any non-Town Police Officer for their use/misuse of any firearm.
 - c. The Town of Madison Police Officer will be informed of any firearm carried.
4. If at any time the assigned Town of Madison Police Officer, the officer in charge, or the ranking officer determines that it is appropriate to terminate the individual's participation, the individual shall immediately comply.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department

**Agreement Assuming Risk of injury or damage, waiver and
Release of claims and indemnity agreement**

WHEREAS I, _____, being over the age of eighteen and not being a member of the Town of Madison Police Department have made a voluntary request to ride as a guest in a vehicle assigned to the Town of Madison Police Department and to accompany a member or members of the Town of Madison Police Department during the performance of their official duties, and

WHEREAS, the Town of Madison Police Department is willing to allow me to ride as a guest in a vehicle assigned to that department and to accompany a member or members of the department during the performance of their duties on the following conditions:

NOW, THEREFORE, in consideration of the permission given to me to ride in a vehicle assigned to the Town of Madison Police Department and to accompany a member or members of said department during the performance of their official duties, I do hereby agree:

That I shall be under the immediate and direct control of the Town of Madison's Police Officer to whom I have been assigned and shall obey that police officer's directions at all times; that I am not to engage in any police activity unless expressly directed to do so by a Town of Madison Police Officer; that I am not to be armed with a weapon of any type unless I am a sworn police officer in the State of Wisconsin and in such case I may carry a concealed firearm in conformity with the Wisconsin Statutes and my own police department/agency policies; that I am to be identified upon request as an observer and in no way to be identified as having any police power, and, that if at any time the responsible Town of Madison Police Officer, Town of Madison Police Officer in charge, or any ranking Town of Madison Police Officer determines that it is appropriate to terminate my participation, I must immediately comply.

That I am aware that the work of the Town of Madison Police Department are inherently dangerous and that I may be subjected to risk of death or personal injury or damage to my property by accompanying a member or members of the Town of Madison Police Department during the performance of their official duties and that I freely, voluntarily and with such knowledge assume the risk of death, personal injury, or property damage arising from or in any way connected with the accompanying a member or members of the Town of Madison Police Department during the performance of their official duties. These risks include, but are not limited to, the use of weapons, unlawful acts or forcible resistance by law violators or suspected law violators, assault, riot, breach of the peace, fire, explosion, gas, electrocution or the escape of radioactive substances.

That the Town of Madison, its Police Chief, police officers, employees, Board members, commission members, volunteers, departments and all their respective sureties, and each of them or any combination of them, shall not be responsible or liable for my death or any injury to either me or my property incurred and/or arising from riding in any vehicle assigned to the Town of Madison Police Department and/or while accompanying any member or members of said Department during the performance of their official duties, whether or not said death or injury to me or my property results from any negligent act or omission on the part of any member of the Town of Madison Police Department; and I hereby specifically release the Town of Madison, and its Police Chief, police officers, employees, Board members, commission members, volunteers, departments and all their respective sureties from any an all claims, demands, actions and rights of action, of every kind or nature, which I now have or may hereafter have arising out of and/or in any manner resulting from riding in any vehicle assigned to the Town of Madison Police Department and/or while accompanying any member or members of said Police Department during the performance of their official duties.

For myself, my heirs, executors, administrators and assigns, I agree to defend and indemnify the Town of Madison, its Police Chief, police officers, employees, Board members, commission members, volunteers, departments and all their respective sureties, and each of them or any combination of them, against any and all claims, demands, actions, rights of action, suits, debts, damages liabilities, expenses and fees of every kinds, description or nature incurred and/or arising out of any actual or claimed negligent or wrongful act or omission of mine while riding in any vehicle assigned to the Town of Madison Police Department and/or while accompanying any member or members of said Police Department during of their official duties.

To defend and indemnify the Town of Madison, Scott T. Gregory, Chief of Police for the Town of Madison, all members of the Town of Madison Police Department, their sureties, and each of them, against any and all manner of actions, causes of actions, suits, debts, claims, or damages or liability or expense of every kind and nature incurred or arising by reasons of any actual or claimed negligent or wrongful act or omission of mine while riding in any vehicle assigned to the Town of Madison Police Department or while accompanying any member or members of said Police Department during the performance of their official duties.

COMPLETE ALL INFORMATION

Signature

Witness

Date

Date

Name: First, MI, Last (Please print)

Address

Date of Birth

Male Female
(Circle one)

City/Town/Village State

Race

Telephone Number

Reason for Ride-Along Request: _____

I am requesting to ride on the following date and time and with the following officer (optional):

Date

Time

Officer (optional)

OFFICE USE ONLY:

Approved

By: _____

Disapproved

Date: _____

Officer assigned: _____

Hours of Ride-Along: From _____ am or pm

To _____ am or pm

Town of Madison Police Department

Ride-Along Orientation

- 1) The participant must be at least 18 years old\
- 2) The participant shall not assist the police officer(s) or participate in any police function without the expressed verbal consent of the Town of Madison Police Department.
- 3) Dress Code: The participant shall be neat and clean and must wear appropriate clothing; shoes and socks required, no T-shirts allowed. There shall be no controversial insignias or symbols on the person or clothing. The Town of Madison Police Officer has total discretion not to accept an individual to participate in the Ride-Along Program based upon the appearance of the individual.
- 4) The participant shall not carry or have access to or in any way use electronic recording devices such as tape recorders, cameras, etc.
- 5) The participant shall not carry weapons of any type unless the participant is a sworn police officer in the State of Wisconsin.
 - i) Police Officers may carry a concealed firearm in conformity to Wisconsin Statutes and their individual departmental policy.
 - ii) The Town of Madison assumes no liability for any non-Town Police Officer for their use/misuse of any firearm.
- 6) The participant must read and sign the host agency's "Agreement Assuming Risk of Injury or Damage, Waiver and Release of Claims and Indemnity Agreement."
- 7) All activities and information observed, overheard, obtained or in any resulting from the participant's involvement with this Ride-Along Program shall be treated by the participant as CONFIDENTIAL.
- 8) The participant's ride may be temporarily or permanently terminated at the sole discretion of a police officer, and the participant shall immediately comply.
- 9) Ride-along participants may not accompany officers into private residence or into any other place not readily open to the public when the officer's legal basis for entering is not based upon consent (e.g., warrant execution, exigent circumstances, community caretaker, etc.)
- 10) Ride along participants may accompany officer into private residences or into other places not readily open to the public when:
 - i) The owner/resident or other person in control of the premises expressly consents to the ride-along participants entry.
 - ii) The ride-along participant is directly assisting the officer in the performance of the officer's duties, (example: intern assisting with searching or evidence collection during search warrant execution).
- 11) Ride-along participants may not exit the squad car during a traffic stop prior to the occupants being secured, unless it is necessary to insure their safety or approved by a Town of Madison Police Officer.

I, _____ hereby acknowledge and pledge that I have read, understood and will obey and comply with the above rules and considerations requisite to my participation in the TOWN OF MADISON POLICE DEPARTMENTS Ride-Along Program.

Town of Madison Police Dept.	Title: Bloodborne Pathogens		
Effective Date: January 1, 2005	Number: 054	No. Pages: 15	Special Instructions: Replaced 003 dated 06/20/03
Reference: OSHA Bloodborne Pathogens Standard, Wisconsin State Statute §252.15		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Bloodborne Pathogens	

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I. Purpose

- A. The Department realizes that police officers and some non-sworn personnel, in the course of their duties may be exposed to potentially infectious materials. The Department is responsible for making certain safety equipment available to minimize exposure. Although the Department is responsible for the provision of safety equipment, each individual has a responsibility to use and maintain the equipment properly.
- B. This Department will observe standard precautions to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.
- C. The Department establishes guidelines and procedures for the care and cleaning of uniform clothing that has been contaminated with blood or other bio-hazardous material.
- D. It is this Department's intent to comply with OSHA Bloodborne Pathogens Standard (29 CFR 1910.1310) and Wis. Stats., § 252.15.
- E. Each member will receive a copy of this procedure. Additional copies are available through the Office of the Chief of Police or Designated Officer (Sergeant Daniel Withee).

II. Definitions

Blood: Human blood, human blood components and products made from human blood.

Body Substance Isolation: A method of exposure control for emergency response personnel in which all bodily substances are treated as potentially infectious.

Communicable Disease: Any infectious disease capable of being passed to another person by contact with the infected individual or their bodily fluids. Communicable diseases include but are not limited to: AIDS (HIV), Hepatitis B, Tuberculosis and meningitis.

Decontamination: Using physical and/or chemical means to remove, inactivate or destroy bloodborne pathogens on a surface or item so they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.

Designated Officer: Officer in charge of writing Exposure Control Plan (ECP), contact person on all exposure cases, Department's liaison during OSHA inspections. The Designated Officer for the Town of Madison Police Department is Sergeant Scott Gregory.

Exposure: Contact with blood or other potentially infectious materials.

Exposure Control Plan: A written plan developed by this Department and available to all employees that details the steps taken to eliminate or minimize exposure and evaluate the circumstances surrounding exposure incidents.

Indirect Exposure: Indirect contact with an potentially contaminated blood or bodily fluid, including but not limited to, soiled gloves, gauze, disposable first aid materials.

Infectious materials: Includes semen, vaginal secretions, saliva and all bodily fluids in situations where it is difficult or impossible to differentiate between them. Pathogenic bloodborne microorganisms including but not limited to HIV, HBV, and unfixed tissue or organ from a human.

Personal Protective Equipment (PPE): Specialized clothing or equipment worn or used by members for protection against the hazards of infection. This does not include standard issue uniforms and work clothes without special protective qualities.

Sharps injury: Penetration of the skin with a possibly contaminated object such as a needle.

Significant Exposure: Direct contact by an employee with the bodily fluids of another. Direct contact is mucous membrane exposure: i.e., being stuck by a hypodermic needle, knife or other sharp object, contact with an open wound, or through the employee's eyes, nose or mouth.

Source: The person whose bodily fluids come in contact with an employee.

Standard Precautions: Procedures promulgated by the Centers for Disease Control that emphasize precautions based on the assumption that all blood and bodily fluids are potentially infectious of the AIDS (HIV) and Hepatitis B (HBV) viruses.

III. EXPOSURE CONTROL PLAN

A. Bloodborne Pathogen Exposure Determination

1. The following positions are identified as employees who may be expected to incur occupational exposure to blood or other potentially infectious materials. Employees are considered exposed, even if personal protective equipment is used.
 - a. Chief of Police, Police Sergeant, Detective and Patrol Officer.
2. The following positions are identified as employees who may have occupational exposure, depending on a specific task.
 - a. Clerk of Court & Police Clerk(s)
 - b. Custodial Service
 - 1) This service is provided by Fire Department interns who obtain training from the fire department
 - c. Town of Madison general governmental employees
 - 1) General governmental employees are covered by their own policy and procedures
 - 2) For occupational exposures related to the Police Department, employees will follow this procedure.

B. Compliance Methods

1. In an effort to prevent and minimize contact with blood or other potentially infectious materials all department employees will observe standard precautions. All blood, bodily fluids or other potentially infectious materials shall be considered infectious, regardless of the perceived status of the source individual.

2. Work practice controls will be used to prevent and minimize exposure to employees. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be used.
 - a. Individual transport containers for sharps shall be kept in each squad car and issued to each officer.
 - b. Antiseptic towelettes or hand cleaner shall be available to all employees for duty use. (Hand washing should be done as soon as possible after exposure.)
 - c. Sharps disposal containers shall be available in the Town of Madison Fire Department.
 - d. The Designated Officer shall inspect the Police Department supplies on a monthly basis and maintain an adequate quantity and quality of each item.
 - e. Sergeant Scott Gregory shall be the Designated Officer.

C. Hypodermic Needles

1. Hypodermic needles encountered by employees shall be considered contaminated. Needles and other sharps shall not be bent, recapped, removed, sheared or purposely broken. They shall be discarded as soon as possible in containers which are closeable, puncture resistant, leak proof and labeled or color-coded as a biohazard.

D. Work Area Restrictions

1. Exposure will most often occur in the field, during the normal course of duties. On occasion there may be exposure while in the building, as with removal of contaminated clothes, personal protective equipment, or clothing. If contaminated equipment must be handled, special care must be taken. Food or beverages must not be kept where potentially contaminated materials are present.

E. Collecting specimens

1. An employee taking possession of specimens of potentially contaminated material will ensure the specimen is placed in a container that prevents leakage during storage and transportation. The container used for this purpose shall be labeled and color-coded in accordance with the OSHA standard.
2. An employee who assists medical personnel or another law enforcement agency in the transportation of potentially contaminated material will ensure, prior to taking possession, that all specimens that could puncture a primary container be placed within a secondary container that is puncture resistant.

F. Contaminated Equipment

1. If equipment is contaminated, the officer in charge of said equipment shall ensure that the contaminated equipment is properly decontaminated, prior to returning such equipment to service. If decontamination is not possible at that time, the equipment should be secured in such a manner as to protect persons from any potential hazard, until such time as it can be decontaminated. (See section III.B. & D.)

G. Personal Protective Equipment

1. The Chief of Police or designee shall see that the following provisions are met:
 - a. All personal protective equipment (PPE) used by the Department shall be provided to employees without cost. Such appropriate equipment will be chosen based on the reasonable expectation of exposure to potentially infectious materials, and the ability of that equipment to prevent and minimize exposure.
 - b. Protective equipment is considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach employee's clothes, skin, eyes, mouth or other mucus membranes under normal conditions.
 - c. PPE shall be available to all employees, including items such as antiseptic towelettes, latex gloves, fluid resistant surgical mask, caps, safety glasses, shoe covers, and gowns. Hypoallergenic gloves, glove liners, powder-less gloves or similar alternatives shall be available to those employees who are allergic to latex gloves normally provided.
 - d. Each employee shall ensure that PPE is used appropriately and promptly disposed of after use.
 - e. Each employee is responsible for checking the supply of personal protective equipment, and shall replace used equipment as needed. Replacements can be found in the police department property room.
2. Gloves
 - a. Latex gloves shall be worn when the employee reasonably anticipates having contact with blood or other potentially infectious material, non-intact skin and mucus membranes. Gloves shall also be worn when handling contaminated items or surfaces.
 - b. Disposable gloves are not to be reused and must be disposed of properly. They should be removed as soon as possible when they are contaminated, torn, punctured or otherwise lose their ability as a protective barrier. The employee should wear replacement gloves, if it is necessary to remain in the contact with blood or other potentially infectious material.

H. Additional Protection

1. Additional PPE and clothing should be worn in circumstances when gross contamination can be reasonably anticipated. Such equipment may include lab coats, gowns, aprons, clinic jackets, shoe covers or outer garments. Some likely situations in which uses of additional equipment might be necessary include but are not limited to:
 - a. Autopsies.
 - b. Death investigations where contaminants are plainly visible.
 - c. Patient contact on EMS calls where contaminants are plainly visible.
 - d. Collection and handling contaminated physical evidence.
 - e. Performing Cardiopulmonary Resuscitation (CPR).
 - 1) CPR should not be done without a barrier.

IV. Cleaning, Laundering and Disposal

A. Contaminated Uniforms

1. The Town of Madison Police Department has secured the services of Superior Health Linens for the cleaning of uniforms contaminated by blood or other biohazard material. This business is located at: Superior Health Linens, 2905 Syene Road, Madison, WI 53713 (608) 270-1870.
2. Superior Health Linens and its employees are aware that contaminated materials are of a bio-hazardous nature and have received training in the receipt and handling of bio-hazardous materials.
3. Superior Health Linens' services are not available to the general public. The service provided to the Town of Madison Police Department is a courtesy. The majority of the service provided by this company is through local hospitals.
4. When an officer has a duty related contamination, the following steps shall be taken:
 - a. Using PPE the officer shall remove the contaminated clothing as soon as practical using care not to handle the affected area(s).
 - b. The contaminated clothing item(s) shall be placed in a white plastic laundry bag provided by Superior Health Linens. A bag tie shall seal the bag. This bag shall then be placed into another white bag and sealed in the same manner.
 - 1) Supplies of plastic bags are kept in the Evidence Room.
 - c. The outside of the bag shall be clearly marked Town of Madison Police Department with a black felt-tip marker and the bag transported as soon as possible to Superior Health Linens for cleaning. The bag may be turned in at the front office.
 - d. If the contamination occurs outside of normal business hours, the bag containing the contaminated clothing should be placed inside the pole shed with a note attached and clearly marked biohazard. A note should be left for the day shift to transport this bag to the Superior Health Linens.
 - e. The officer involved may call Superior Health Linens within the next day or two to find out when the uniform item(s) are ready for pickup. The item(s) are to be picked up during normal business hours.
 - f. The Town of Madison Police Department will be billed for this service directly. There is no money or paperwork exchanged between the officers and Superior Health Linens.
 - g. There is a minimum charge for this service. It would be advantageous for all affected item(s) to be transported at one time.
 - h. The contamination of the uniform is to be noted in the Officer's incident report. A note is to be left in the appropriate Supervisor's distribution box advising that this procedure has been followed along with a brief statement of the facts. Sergeant Withee should be contacted as soon as possible (by phone or pager) as well to discuss the incident. A determination will be made by Sergeant Withee and the contaminated officer(s) concerning the level of exposure and how to proceed based upon the level of contamination.

5. At no time should an officer take contaminated clothing home. This is the Department's responsibility to clean the contaminated clothing. Personnel should keep extra clothes readily available for use in such an emergency.
- B. Contaminated squad
1. The officer responsible for the squad (i.e. operating) shall clean the contaminated squad at the time of contamination. A biohazard kit for this purpose is located in the property room. If the rear passenger compartment is contaminated only the rear compartment needs to be cleaned if the screen dividing the front and rear compartments is closed. If the screen is not closed the officer shall clean the entire interior.
 2. All used material shall be placed into a biohazard bag and disposed of properly. The Designated Officer needs to be notified so the biohazard kit can be replenished.
- C. Contamination within the department
1. If any part of the department becomes contaminated the officer(s) responsible for the contamination shall clean the area. The biohazard kit located in the property room shall be used. All used material shall be placed into the biohazard bag and disposed of properly. Sergeant Gregory needs to be notified so the biohazard kit can be replenished.
- D. Contamination of other equipment
1. If any other part of any officer's uniform or equipment is contaminated, this equipment will be cleaned or replaced at the discretion of Sergeant Gregory. Personal items that are contaminated will be replaced at the discretion of the Chief of Police.
- E. Disposal of waste
1. Sharps
 - a. Hypodermic needles encountered by employees shall be considered contaminated. Safe containers must be closeable, puncture resistant, leak proof and labeled or color-coded as biohazard. Items not being kept for evidence must be promptly disposed of.
 - b. Portable containers for contaminated needles shall be easily accessible to employees. A supply will be maintained in each squad car and in the department property room. A sharps container is kept in the fire department for final disposal of contaminated sharps. Containers shall be kept upright and not filled beyond capacity. When moving such containers, the lid must be securely fastened first. If leakage of the primary container is possible, it should be placed in a secondary safe container.
 2. Other Regulated Waste
 - a. Any item or material, which an employee reasonably believes has contacted blood or other potentially infectious material, shall be placed in safe containers. Safe containers are closeable, constructed to contain

all contents and prevent leakage of fluids. Waste must be labeled or color-coded as biohazard.

- b. Material that drips, pours, squeezes or flakes and is of such quantity that it must be considered biohazard and is subject to this regulation.
- c. Disposal of contaminated waste must comply with all applicable federal, state, and local regulations of the Wisconsin Department of Natural Resources.
- d. Contaminated items that are being disposed of should be placed in red biohazard bag(s) and taken to any hospital. The hospital will dispose of the waste for the department.

V. Hepatitis B Vaccination

- A. The Department shall make available without cost to the employee the Hepatitis B vaccination series. The decision to receive the Hepatitis B vaccination series is strictly voluntary.
- B. The regimen consists of three doses of vaccine given intramuscularly into the deltoid muscle. First dose at an elected date; second dose one month later; and the third dose six months from the first dose. Wait one month have Titer blood test. If negative the employee should have three (3) doses of vaccine given again.
- C. If employee is unsure if vaccinated the employee may have the Titer blood test to determine if the vaccine is needed. This is not a requirement.
- D. Vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series, 2) antibody testing reveals that the employee is immune, or 3) medical evaluation shows that vaccination is contraindicated.

- E. Vaccination for Hepatitis B or the Titer blood test will be provided by the Infectious Diseases section of Dean Medical Center at 1313 Fish Hatchery Road, Madison, Wisconsin. Their phone number is 608-252-8020.
- F. Employees' can receive this vaccination on duty time during scheduled work hours. (Covered under OSHA Directive CPL 2-2.44D, (XIII) (F) (3).)
- G. If an employee declines Hepatitis B vaccination, the employee will be required to sign the OSHA waiver indicating refusal. At any time the employee wishes, the employee may elect to receive the Hepatitis B vaccination series at no cost to the employee. On a yearly basis, the employer will offer employees who have declined the Hepatitis B vaccination this vaccination series.

VI. Procedure for Exposure Incident

A. Definition of Exposure

- 1. On the "Determination of Exposure to Blood/Body Fluids" form (Wisconsin Division of Workforce Development, WKC-9319-P), a physician must certify a significant bloodborne exposure as such. Such exposure in the occupational setting is defined as the employee having sustained a contact, which carries a potential for transmission of Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV) and other bloodborne pathogens by any of the following means:
 - a. Transmission into a bodily orifice or onto mucous membrane of blood, semen, vaginal secretions, cerebra spinal, synovial, pleural, **peritoneal** or amniotic fluid, or other bodily fluid visibly contaminated with blood.
 - b. Exchange of such fluid due to penetrating wound.
 - c. Exchange of such fluid into eye, open wound, lesion, or where significant breakdown in the epidermal (skin) barrier has occurred.
 - d. Other routes of exposure defined as significant in written directives by the Department, as may be identified by the Centers for Disease Control of the Federal Public Health Services.
 - e. If blood or other bodily fluid soaks through the clothing and touches the skin or if an employee has contact with bodily fluid on the employees skin, that employee should consider this incident a significant exposure and respond to a hospital for an evaluation by a doctor.

B. Employer Duties and Responsibilities

- 1. For occupational exposure to bloodborne pathogens, the Town of Madison shall:
 - a. Offer Testing, counseling and follow-up, including vaccination of the employee.
 - b. Require the employee seek medical assessment from Meriter Hospital. The employer cannot require that the employee be tested.
 - c. Initiate contact with the source individual and ask if he/she will consent to testing for HIV, and to disclose results to the employee. In requesting consent for testing, a Department representative must inform the source individual as follows:
 - 1) That his/her blood may be tested for HIV, antigen or non-antigenic products of HIV or an antibody of HIV.
 - 2) That the test results may be disclosed only to the employee, unless the source individual consents to other disclosure.

- 3) That the employee may not reveal the identity of the source individual, except for the purpose of having the test(s) performed.
 - 4) That a record of the test result may be kept only if the record does not reveal the identity of the source individual.
 - 5) The Department shall offer and provide HIV/HBV testing. As of January 2001 Meriter Hospital will pay this bill.
- d. If the source individual consents to testing and release of test results to the exposed employee, a Department representative (usually Designated Officer) will provide a "Consent to Release HIV and HBV Test Results" form with the exposed employee named, to receive test results. The name and address of the medical provider conducting the test will be noted. The exposed employee will be given a copy of the "Consent to Release HIV and HBV Test Results" form.
- e. If the source individual does not consent to testing, the Department shall make a request to the District Attorney's Office for involuntary testing.
- 1) The exposed employee or Designated Officer must be prepared to testify in court that the exposed officer uses standard precautions against exposure as a general matter, and specifically did so in this instance.
 - 2) In the event the exposed officer was not using standard precautions at the time of significant exposure, the exposed officer must be prepared to explain what emergency prevented him/her from using standard precautions. The emergency must be that the time it took to use standard precautions would have endangered life.
 - 3) The request for involuntary testing will be hand delivered to the District Attorney's Office and shall explain how all of the above procedures were met, the circumstances in which the exposure occurred (while arresting source individual, while transporting source individual, etc.) and will include a certification in writing from a physician that the exposed officer received a significant exposure. This request will also include where the blood draw shall be conducted, and who from our agency will oversee the blood draw.
 - 4) Once this application is prepared and the District Attorney's Office has a date for a hearing, a member of our Department will serve the source individual or arrange for service of the application and hearing notice at least 72 hours before the hearing date.
- f. If source person is deceased.
- 1) If the source person is deceased the infected employee shall make sure the coroner has been notified that a significant exposure incident has occurred. The coroner will need to obtain extra vials of blood for this testing.
 - 2) The coroner also requires a letter from the infected employee's primary physician that a test of source blood is requested. The coroner will not be able to test the source blood without this letter. The test results will be forwarded to the infected employee's primary physician.

3. Employee Rights and Responsibilities
 - a. Employees are subject to the following:
 - 1) Use standard precautions per the Department's Exposure Control Plan
 - 2) Inform the employer when a potentially significant exposure has occurred as soon as possible.
 - 3) The employee shall complete the necessary Worker's Compensation forms and forward to Designated Officer.
 - 4) Employee testing, counseling and follow-up services are optional.
 - 5) The exposed employee may obtain HIV/HBV test results of the source individual in any of the following circumstances:
 - a) The source individual consents to testing and consents to release of test results to the employee.
 - b) Previous HIV/HBV tests were conducted on the source individual and the employee was providing emergency care.
 - c) Through an involuntary court order by the District Attorney's Officer.
 - 6) The employee must keep strictly confidential all information about the source individual's identity and test results.
4. Source Individual's Rights and Responsibilities
 - a. A Department representative shall inform the source individual of the following:
 - 1) That a potential significant exposure has occurred.
 - 2) That he/she may refuse testing, unless a court order has been obtained.
 - 3) That his/her blood may be tested for the presence of HIV, Antigen or non-antigenic products of HIV or and antibody of HIV.
 - 4) Those test results will only be released to the exposed employee, unless the source individual consents to release of that information to other persons.
 - 5) Those test results may only be kept if the record does not reveal his/her identity.
5. Employee Follow-up
 - a. The exposed employee shall promptly inform the Chief of Police and Designated Officer of the occupational exposure.
 - b. If the source individual has been transported to an area hospital, the exposed officer should respond to that hospital as well and report the exposure to Emergency Department staff.
 - c. If necessary an officer should be called in to replace the exposed officer's working assignment due to this process being very time consuming.
 - d. Register as an Emergency Department patient. Complete sections I, II and III on the "Determination of Exposure to Blood/Body Fluids." Provide this form to the Emergency Department staff. (Forms kept in squad room.)

- e. A physician will examine the exposed officer and determine whether a significant exposure has occurred.
- f. If the physician determines that a significant exposure has not occurred the Exposure form will be returned to the exposed officer. The exposed officer may seek another opinion from his/her personal physician or other health care provider off-duty.
- g. If a significant exposure has occurred, you will receive information on HIV and HBV testing. After you have signed a written consent a blood specimen will be drawn to determine your baseline for HBV and HIV. Test results may be obtained from your personal physician.
- h. The source individual will be informed of the exposure. If he/she consents, a blood specimen will be drawn for testing.
- i. The exposed officer will be sent a copy of the source person's test results when the hospital representative has received them, usually within two weeks.

6. Post Exposure Evaluation and Documentation Procedures

- a. The Designated Officer will review the circumstances of all exposure incidents to determine:
 - 1) Engineering controls in use at the time of exposure
 - 2) Work practices followed
 - 3) A description of the device being used at the time
 - 4) Protective equipment or clothing that was used at the time of the exposure incident
 - 5) Location of the incident
 - 6) Procedure being performed when the incident occurred
 - 7) Employee's training
 - 8) Determine if this exposure could have been avoided
- b. If it is determined that revisions need to be made, the Designated Officer will ensure that appropriate changes are made to this procedure.

VII. Training and Information

- A. The Department will provide the following training and information to employees:
 - 1. The Department will provide initial and yearly refresher training to those members who are classified "at risk" employees of coming in contact with bloodborne pathogens.
 - 2. Employees who are not classified "at risk" will be provided training on a voluntary basis"
 - 3. Employees will receive an explanation of this policy.
 - 4. Location of PPE.
 - 5. Information on Hepatitis B vaccination, including that it is provided free of charge.
 - 6. Information on the course of action to take if an exposure occurs.

VIII. Record Keeping

- A. The Chief of Police shall keep medical records pertaining to this plan and the Department policy on bloodborne pathogens, in accordance with OSHA Standard 29CFR1910.20. These records shall be kept confidential and must be maintained for the duration of employees employment, plus 30 years. Records shall include:
 - 1. The name and social security number of the employee.
 - 2. A copy of the employee's Hepatitis B vaccination status, including dates of vaccination.
 - 3. A copy of all results of examinations, medical testing and follow-up procedure.
 - 4. A copy of all information provided to healthcare professionals, including a description of the employee's duties as they relate to the exposure incident, and documentation of the routes of exposure and circumstances of the exposure.
- B. The Chief of Police shall keep training records pertaining to this plan and the Department policy on bloodborne pathogens.
- C. All bloodborne pathogen related employee records shall be kept and made available to employees in accordance with OSHA standard 29CFR1910.20. All such records shall be made available to the Assistant Secretary of Labor for Occupational Safety and Health Administrations and the Directory of the National Institute for Occupational Safety and Health upon request.
- D. A copy of OSHA standard 29 CFR Part 1910.1030 will be available to any employee to review or a copy of this standard will be provided at no cost to the employee. This standard is on file with the Designated Officer and Chief of Police.

IX. Appendix

- A. Hepatitis B Vaccine OSHA Waiver
- B. Consent to Release HIV and HBV Test Results
- C. Blank copy of Court Order testing of source individual

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

HEPATITIS B VACCINE OSHA WAIVER FORM

A. Introduction

This waiver is required as it relates to:

1. Bloodborne Pathogen Procedure and Exposure Plan

B. Waiver

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine at no charge to myself. However, I decline Hepatitis B vaccination at this time.

I understand that by declining this vaccine I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Name of employee: _____

Signature: _____

Date: _____

Consent to Release HIV and HBV Test Results

I hereby give consent for the release of Human Immunodeficiency Virus (HIV) and Hepatitis B Virus (HBV) test result information from , a health care provider, to , an employee of the Town of Madison Police Department who was significantly exposed to my blood or bodily fluids in an occupational setting. I understand that these results will be given ONLY to the employee and will NOT be given to the Town of Madison Police Department as employer nor reported to any other agency. I further understand that access to this information by an occupationally exposed individual is permitted by Wisconsin State Statute 252.15.

Signature		Date	
Last name	First name	Middle Name	Birthdate
Street address			
City	State	ZIP	Phone

The information will be sent to the exposed officer at:

Officer's Name		
Work address		
City	State	ZIP

In the matter of

Petitioner Case No. _____
-vs-

Respondent (Initials/date of birth only)

AFFIDAVIT OF _____ M.D.

STATE OF WISCONSIN }
 } SS.
DANE COUNTY }

_____ M.D. Being first duly sworn, on oath states as follows:

1. That he/she is a physician licensed to practice medicine in the State of Wisconsin.
2. That on _____ at _____ AM/PM he/she examined the petitioner, a police officer for the Town of Madison, Dane County, Wisconsin.
3. That as a result of that examination he/she believes that the petitioner suffered a significant exposure as defined in section 252.15(em) of the Wisconsin State Statutes which carries a potential for transmission of HIV.
4. That he/she believes that the significant exposure occurred while the petitioner was performing his/her official duties as a police officer for the Town of Madison and was providing care or services to the respondent.
5. That he/she make this affidavit in support of the petitioner's seeking court order testing of the respondent pursuant to Section 252.15(2)(a)(7) of Wisconsin Statutes.

Dated: _____ 20 _____

Subscribed and sworn to before me on _____ day of _____, 20 ____.

Notary Public, State of Wisconsin

Commission expires

Town of Madison Police Dept.	Title: Chain of Command		
Effective Date: January 1, 2005	Number: 055	No. Pages: 1	Special Instructions: Replaced 004 dated 06/20/04
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Chain of Command	

I. PURPOSE

The purpose of this procedure is to define the Chain of Command for the Town of Madison Police Department.

II. POLICY

III. DEFINITIONS

II. PROCEDURES

A. The following list illustrates the official hierarchy of the Department:

1. Chief of Police
2. Sergeant
3. Police Officer/Detective
4. Police Officer/Part-time

B. If two or more persons of equal rank are on duty at the same time, the officer with the most time in rank is responsible.

C. The highest ranking officer OR in the absence of a ranking officer, the most senior officer on duty shall be designated as the Officer-In-Charge (OIC), and shall have the authority to act on behalf of the Chief of Police.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Payroll Procedures		
Effective Date: January 1, 2005	Number: 058	No. Pages: 2	Special Instructions: Replaces 007 dated 06/20/03
Reference: Time Sheet Example , Payroll Procedure for Supervisors		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Payroll Procedures, Time sheets	

I. PURPOSE

The purpose of this procedure is to provide all personnel with guidelines on the preparation and completion of individual payroll records.

II. POLICY

III. DEFINITIONS

IV. PROCEDURES

- A. Payroll Time Sheets and Time Cards are to be turned in to the Office of the Chief of Police (or his designee) **no later than 8:00 a.m. on the Monday following the end of a pay period.** All employees are responsible to insure that their Payroll Time Sheets and Time Cards are properly completed and turned in on time.
- C. Payroll Time Sheets
1. Personnel shall use the most recently revised Payroll Time Sheet to record payroll information.
 2. Personnel shall not enter any information into any of the shaded areas on the Payroll Time Sheet. These areas will be completed by the Chief of Police or his designee.
 3. The following fields on the Payroll Time Sheet shall be completed by the employee (a sample form is attached):
 - a. EMPLOYEE NUMBER
 - b. EMPLOYEE NAME
 - c. Number of hours worked each day of the payroll period differentiating between the types of regular and overtime hours accrued. Separate entries for the types of accrued and overtime hours should be entered into the appropriate spaces.

- d. Indicate days off with an "X" in the appropriate space
- e. Date
- f. Employee Signature

- 4. Payroll Time Sheets that have not been properly completed by the employee, will be submitted with the minimal information.

D. TIME/EXPENSE DOCUMENTATION forms (sample attached):

- 1. The current version of this form will be utilized for: requests for time off, requests for time earned, shift exchanges and expense reports.
- 2. The form must be completed in its entirety;
- 3. The form must be signed by a supervisor;
- 4. The form must be turned in as soon as possible upon obtaining a supervisor's signature.

E. Field Training Officer (FTO) Benefit

- 1. FTO's shall accrue compensatory time at straight time rate at one-quarter the time spent as an FTO. For example, for each eight (8) hour shift spent as an FTO, the FTO will accrue two (2) hours of straight compensatory time; four (4) hour shift spent as an FTO, the FTO will accrue one (1) hour of straight compensatory time; two (2) hour shift spent as an FTO, the FTO will accrue one-half (1/2) hour of straight compensatory time.
- 2. The FTO can determine whether to be paid-out for this time in cash or "bank" the time in his/her compensatory bank.
- 3. FTO benefits shall be recorded on the Payroll Time Sheet and via TIME/EXPENSE DOCUMENTATION Forms.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department Payroll Time Sheet – Revised: 8/2002

CHECK NUMBER:	EMPLOYEE NUMBER:	EMPLOYEE NAME:	PAY PERIOD: FROM: 06/01/03 TO: 06/14/2003												
Account Name & Number	Sun June	Mon	Tue	We	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Paid Hours
Payroll Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Regular															
Sick Leave															
Vacation															
Holiday															
Comp Time Used															
Other Used															
Hrs worked on holiday	[SG1]														
TOTAL REGULAR															
Regular Overtime															
Comp Time Accrued															
Grant Overtime															
FTO Pay															
FTO Comp															
Afternoon Diff. (\$.35/hour)															
Night Differential (\$.40/hour)															
Clerk Shift Diff. (\$.25/hour)															
TOTAL OT/CT/OTH															
Part-Time															
Total															
Notes:															
Date:					Employee Signature:					Dept. Head Approval:					

Town of Madison Police Department Payroll Time Sheet – Revised: 8/2002

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Page: 1

[SG1] Total hours worked on the holiday from Midnight to Midnight. Only needed for WPPA employees,
not needed for AFSME for non-union

Town of Madison Police Dept.	Title: Secondary Employment		
Effective Date: January 1, 2005	Number: 061	No. Pages: 3	Special Instructions: Replaces 010 dated 06/20/03
Reference: Request form		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Secondary Employment, Part-time employment	

I. PURPOSE

The purpose of this policy is to set forth guidelines to govern employment by members of the Town of Madison Police Department.

II. POLICY

The policy of the Town of Madison Police Department is to provide guidelines to employees to inform them of the types of secondary employment that are appropriate, and to establish procedures to maintain accountability for the welfare of the agency. These requirements are essential for the efficient operation of the agency and for the protection of officers, agency, and the community.

III. DEFINITIONS

Employment: The provision of a service, whether or not in exchange for a fee or other service. Includes owning your own business. Employment does not include volunteer work for charitable organizations.

Extra-Duty Employment: Any employment that is conditioned on the actual or potential use of law enforcement powers by the police officer employee.

Regular Off-Duty employment: Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.

IV. PROCEDURES

A. Regular Off-Duty Employment

Employees may engage in regular off-duty employment that meets the following criteria:

1. Employment of a non-police nature in which vested police powers are not a condition of employment; the work provides no real or implied law enforcement service to the employer and is not performed during assigned hours of duty.
2. Employment that presents no potential conflict of interest between duties as a law enforcement officer and duties for the secondary employer. Some examples of employment representing conflict of interest include, but are not limited to, the following:

- a. Officers who work as a process server, reposessor, or bill collector; towing of vehicles; or any other employment in which police authority might be used to collect money or merchandise for private purposes.
 - b. Work involving personnel investigations for the private sector or any employment that might require the police officer to have access to police information, files, records, or services as a condition of employment.
 - c. Employment using the police uniform in the performance of tasks other than those of a police nature.
 - d. Employment that assists (in any manner) the case preparation for the defense in any criminal action or for either side in any civil action or proceeding.
 - e. Officers who work for a business or labor group that is on strike.
 - f. Officers who work in occupations that are regulated by, or that must be licensed through, the police agency or its civil board.
3. Employment that does not constitute a threat to the status of dignity of law enforcement as a professional occupation. Examples of employment that constitute such a threat and should be denied include, but are not limited to,;
 - a. Establishments that sell pornographic books or magazines, sexual devices or videos, or that otherwise provide entertainment or services of a sexual nature.
 - b. Any employment involving the sale, manufacture, or transport of alcoholic beverages as the principle business.
 - c. Any gambling establishments.

B. Extra-Duty Employment

1. A police officer may be employed, on a part-time basis, as a police officer for another jurisdiction.
2. UW Madison football games or other special events, while working for UW Madison, but wearing Town of Madison uniform.

C. Limitations on regular off-duty and extra-duty employment

1. In order to be eligible for off-duty employment, a police officer must be in good standing with the agency. Continued agency approval of a police employee's off-duty employment is contingent on such good standing.
2. Those officers who are on medical or other leave due to sickness, temporary disability, or an on-duty injury shall not be eligible to engage in regular or extra-duty employment.
3. Prior to obtaining off-duty or extra-duty employment the employee will complete the "Secondary Employment Request" form. This will be completed on a yearly basis, every January.
4. A police officer may work up to four (4) hours on a regular workday. This limit shall not apply if the work is performed after that last shift immediately preceding one or more days off. No limit shall apply to off-duty days.
5. Work hours for all off-duty employment must be scheduled in a manner that does not conflict or interfere with the police employee's performance of duty.

6. A police officer engaged in any off-duty employment is subject to call-out in case of emergency, and may be expected to leave his/her off-duty or extra-duty employment in such situations.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police



Town of Madison

2120 Fish Hatchery Road • Madison, Wisconsin 53713
Police Department: 608-210-7262 • 608-210-7237 FAX

Request for Secondary Employment

Date: _____

Employee's Name: _____

IBM #: _____

Position: _____

Employer's Name: _____

Address: _____

Phone # where you can be reached through this employer: _____

Describe duties to be performed (be specific): _____

List working hours per day and length of employment: _____

I acknowledge and understand that Town of Madison's worker's compensation leave will not be available for any injury that is incurred as a result of this secondary employment.

Signed: _____

Chief of Police: _____

Date: _____

Approved with following restrictions: _____

Disapproved: _____

Reasons for disapproval: _____

Town of Madison Police Dept.	Title: Training Request / Summary		
Effective Date: January 1, 2005	Number: 063	No. Pages: 1	Special Instructions: Replaces 013 dated 06/20/03
Reference: Training Request Form		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Training Request/Summary	

I. PURPOSE

The purpose of this procedure is to provide guidance to department members who wish to attend training courses sponsored by the department.

II. POLICY

It is the policy of this department to provide training to officers above and beyond training levels mandated by the state in conformance with the department's Mission and goals.

III. DEFINITIONS

III. PROCEDURES

- A. Department members who wish to attend training must complete the most recent version of the TOWN OF MADISON POLICE DEPARTMENT TRAINING REQUEST / SUMMARY form prior to attending all department sponsored training.
- B. Completed forms shall be turned in to a supervisor for review as soon as possible.
 1. Officers will be notified upon the completion of review of the request by administration if the training request has been approved or denied.
- C. Officers attending training are responsible for all receipts (hotel, related travel, etc.). Receipts are to be forwarded to the Chief of Police or his/her designee as soon as practical.
 1. Officers are not required to obtain or submit receipts for meals.
- D. Officers are to submit a photocopy of their training certificate to be placed in their personnel file upon their return from or when received.
- E. The Chief of Police or his/her designee shall enter the training documentation into the agency's training database upon completion of training. If no certificate is issued, the information obtained from the Training Request/Summary Form will be used as documentation for the database entry.
- F. Supervisors may deviate from this procedure if necessary when circumstances arise beyond their control.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department Training Request / Summary

Instructions for Officer Requested Training

Requesting Officer shall:

- A. Attach Course Information (Brochures, flyers, etc.)
- B. Complete Sections 1-5 of this Request Form
- C. Forward to immediate supervisor for approval
- D. If approved and when notified the Requesting Officer shall:
 - i. Register for course (complete section 6)
 - ii. Reserve hotel room (complete section 7)
 - iii. Photocopy form and return to Administrative Sergeant and Chief
- E. If the course is cancelled for any reason, the Requesting Officer is to confirm the registration is cancelled and the hotel room is cancelled. If cancellation does not occur, Requesting Officer may be subject to disciplinary action.
- F. Incomplete Request forms will be returned to Requesting Officer.

Section 1: Officer Identification and Approval Information	
Name:	Date:
<input type="checkbox"/> Check if Department Required Training	
Signature of Requesting officer	
The below portion of "Section 1" will be completed by Department Supervisory staff.	
Received by:	Date received:
<u>Supervisor Recommendation</u> Administrative Sergeant <input type="checkbox"/> Yes <input type="checkbox"/> No Patrol Sergeant <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Reason for denial</u>
APPROVED: <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE:

Section 2 – Course Information	Total Registration Cost: \$
Title:	
Location:	
Date(s):	

Section 3 – Travel Expense	Total Travel Cost: \$
Method of Travel: <input type="checkbox"/> PD Vehicle <input type="checkbox"/> Personal Vehicle <input type="checkbox"/> Air <input type="checkbox"/> Other	
Authorization must be received for personal vehicle use. Miles will be reimbursed at current IRS rate. For personal vehicle users, please approximate number of travel miles.	

Section 4 – Accommodation Expense	Total Hotel Cost: \$
Hotel/Facility Name Request:	

Section 5 – Meals	Total Meal Cost: \$
<u>Required Meals</u>	
Number of Breakfast(s):	X \$5.00 = \$
Number of Lunch(es):	X \$9.00 = \$
Number of Dinner(s):	X \$15.00 = \$
Total Cost of Meal(s):	\$
NOTE: A request form may be forwarded to the Chief of Police prior to attending the training for meal reimbursement prior to the start of your training.	

Section 6 – Course Registration		Actual Cost:	
Registered by:		Registration Date:	
Method of Payment		<input type="checkbox"/> Billed to Dept.	<input type="checkbox"/> Master Card
		<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Forwarded to Chief for payment prior to class			
Comments:			

Section 7 - Accommodation Reservation				
Reservations made by:	Date	Confirmation Number	Rate	Total cost
Method of Payment		<input type="checkbox"/> Billed to Dept.	<input type="checkbox"/> Master Card	<input type="checkbox"/> Other: _____
Address:		City	State	Zip
Telephone Number		FAX Number		
Confirmation Number for cancellation if hotel was cancelled:				

Tax Exempt Status
 If you need a tax-exempt form it will be provided. The department does not normally approve or pay taxes for hotel stays.

Department Credit Card
 When possible the department will pay for the room ahead of time with the credit card. Due to security concerns we may not be able to issue the credit card to the officer. If the officer uses a personal credit card or pays by personal check he/she will be reimbursed in the next "bills payable" cycle. A receipt must be turned in to the Chief of Police for these reimbursement requests.

Section 8 – Follow-up items			
<u>Training Database</u>			
Certificate of Training received	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Training entered into database	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

TRAINING EXPENSE WORKSHEET

Expense Item	Officer Estimate	Actual Cost
Course Cost – Section 1		
Travel Cost – Section 2		
Accommodation Cost – Section 3		
Meal Cost – Section 4		
Overtime – To be completed by Sergeant		
TOTAL		

Town of Madison Police Dept.	Title: Media Releases		
Effective Date: January 1, 2005	Number: 064	No. Pages: 4	Special Instructions: Replaces P006 dated 06/20/03
Reference: 005 Release of Records , 023 Juvenile Records , Media Release Template		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Media Releases	

I. PURPOSE

The purpose of this policy is to provide police officers with guidelines when releasing information to members of the media without harming the department's interests or the rights of the accused and/or suspects.

II. POLICY

A well-informed public is imperative to the productive operation of any police department. This policy is intended to foster a professional working relationship between the police and members of the media so both may achieve their goals. Media members are encouraged to pursue their activities as long as they perform them within the boundaries of the law. Information will be released to the media without partiality for any one media organization. Police officers are encouraged to assist the media when possible.

III. DEFINITIONS

Formal Press Conference - A pre-announced interview with media representatives for the purpose of releasing written or oral information and responding to questions.

Media - Persons who represent public print, radio, television, or film sources of news information, commentary and/or entertainment.

IV. PROCEDURES

A. DEPARTMENT MEMBERS

1. At all times, officers dealing with the media will be honest, fair and impartial.
2. Officers will not display anger or frustration to the media, especially during interviews. REMEMBER, *"The microphone is always on."*
3. Officers may not seek publicity through the media for personal notoriety.

4. Officers will politely respond to media requests for information as soon as practical and within the parameters outlined in this policy.
 - a. Officers will obtain the necessary facts surrounding a particular incident and prepare the information that can be released.
 - b. Media releases can be in either written or verbal form.
 - c. Officers will make every reasonable effort to return telephone calls from media personnel.

B. CHIEF OF POLICE

1. If an incident involves a major crime, approval for any release must be obtained from the Chief of Police or his designee.
 - a. See Policy P012 for further information.
2. Formal Press Conferences will be scheduled only with the approval of the Chief or his designee.

C. INFORMATION THAT MAY BE RELEASED

1. The following information about criminal matters can be released upon request:
 - a. Arrested person(s)
 - (1) name
 - (2) age
 - (3) residence
 - (4) race
 - (5) sex
 - (6) employment (optional)
 - (7) marital status (optional)
 - (8) similar biographical information (optional)
 - b. The charge(s), its text
 - c. Identity of complainant (optional)
 - d. Amount or conditions of bail (optional)
 - e. Identify of arresting officer and agency (optional)
 - f. Duration of investigation (optional)

g. Circumstances of arrest, including

- (1) time
- (2) place
- (3) other information (optional)

h. Victim

- (1) age
- (2) sex
- (3) general location (optional)
- (4) injuries to victim (optional)

2. Optional information may be released by the officer if deemed appropriate.
3. If media representatives inquire about information that is known by the officer, but is deemed inappropriate for release, the officer may inform media representatives that the information will not be released at this time.

D. INFORMATION THAT MAY **NOT** BE RELEASED

Generally, it is not appropriate to disclose or report the following information because of the risk of prejudice to the rights of an accused for a fair trial.

1. Existence or contents of confessions, admissions or statements given by the defendant including any refusal to make such a statement.
2. Opinions concerning guilt, reputation, or character of an accused.
3. Results of any examinations or tests taken by an accused including any refusal to take them.
4. Information leading to discovery.
5. Identity of witnesses or victims when clear danger to them or an ongoing investigation exists.
6. Identity of victims of sexual assaults or other sex crimes.
7. Prior criminal record.
8. Identity of any critically injured or deceased person(s) prior to the notification of the next of kin.
9. Any "off the record" remarks/comments.
10. Names of individuals who are merely suspects.
11. Names of juvenile suspects or defendants.
12. Social security numbers.
13. Medical records.
14. Graphic descriptions of wounds or crime scenes.

E. PHOTOGRAPHS

The members of the media should recognize the need to ensure that both freedom of speech and a fair trial are allowed.

1. Law enforcement personnel may not pose a person in custody deliberately for purposes of media televising.
2. Media members may respond to the scene of incidents for coverage and freely photograph the scene as long as the investigation or its prosecution is not jeopardized.
3. Officers may take protective measures, such as securing a scene because of imminent danger or covering a body to prevent photographing or televising by the media or the public, if such measures are deemed necessary by the officer.
4. Officers will not persuade victims or witnesses from not speaking to the media. However, person(s) in police custody shall not be allowed to discuss the situation with media members.

F. MEDIA RELEASES (FORMAT)

1. Generally, media releases may contain basic information about an event that answer questions concerning who, what, where, when, and how.
2. Specific information that should be part of all media releases include:
 - a. Date of media release
 - b. Who prepared media release (name and rank)
 - c. Type of incident
 - d. Date, time and location of incident
 - e. Case Number

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Police Internship Program		
Effective Date: January 1, 2005	Number: 065	No. Pages: 6	Special Instructions:
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Police Internship Program, Internship Program	

I. Purpose

To establish a program that will allow selected students from recognized colleges and universities who are pursuing a degree in the field of Criminal Justice to experience and observe the day-to-day operations and functions of the Town of Madison Police Department.

II. Policy

III. Definitions

IV. Procedure

A. Eligibility

In order to participate in the Town of Madison Police Department Internship Program, the student must be attending an accredited college or university, be a student in good standing and be enrolled in a criminal Justice Program or a program related to the Criminal Justice field. Preference will be given to those students who are enrolled in a Criminal Justice Program.

B. Compensation

Student interns are not employees of the Town of Madison or of the Town of Madison Police Department and will not receive any compensation or benefits.

C. Application Process

1. Any person wishing to participate in the Internship Program will be required to submit the following:

- i. A completed DJE-LE-330 form with an attached letter of interest and resume.
- ii. A letter from the college or university detailing the institution's policy on participation in an internship program.

- iii. Letter of referral from a current criminal justice instructor and/or advisor
 2. Agree to participate in an Oral Interview with the Internship Coordinator and a minimum of three (3) officers. The purpose of the interview will be to determine the following:
 - i. Applicant's suitability for the program
 - ii. The applicant's interest in law enforcement
 - iii. The applicant's capability to successfully complete the program
 3. Intern applicant may be requested to do a two (2) hour ride along with an intern mentor.

D. Acceptance into Internship Program

1. Acceptance into the Internship Program is based on successful completion of the application process, oral interview and/or ride along, and a background check.
2. Upon notification of acceptance into the Internship Program, the applicant shall provide the Town of Madison Police Department with the following:
 - i. Proof of medical insurance and a certification of coverage
 - ii. Written certification from the institution the intern attends which show that the institution has a general liability policy
 - a. Insures and indemnifies the Town of Madison for bodily injury and property damage resulting from the actions of the student or by the student while participating in this program.
3. The applicant will complete an Agreement Assuming Risk of Injury or Damage Waiver and Release of Claims and Indemnity agreement

E. Rules of Conduct

1. During the course of the internship, the intern will be responsible to the assigned intern mentor or another official of the Town of Madison Police Department.
2. At all times the intern will wear an identification badge that will identify the person as a Town of Madison Police Department Intern, this will be supplied by the Town of Madison Police Department.
3. Interns are prohibited from carrying any type of weapon whether that weapon is offensive or defensive in nature. Any intern found to be in possession of any weapon will be immediately terminated from the program.
4. Interns agree to abide by the Rules and Regulations of the Town of Madison Police Department, which are known as the Town of Madison Police Department Policy and Procedure Manual.
5. Interns will not divulge to any person not affiliated with the Town of Madison Police Department any official information learned while participating in the Internship Program.
6. Interns will be expected to dress in casual business attire at all time. Exceptions to this rule will depend on the assignment that the Intern is given.
 - i. Trousers/Slacks will be dark blue, black, khaki or tan in color.
 - ii. Shirt will have a collar, in good condition, and advertisement free
7. Interns will not under any circumstance, undertake any type of investigation of any official matter, unless specifically instructed to do so by the Chief of Police or his designee and then only under the direct supervision of a sworn officer appointed by the Chief of Police.

F. Scheduling

1. The intern will provide a schedule of available days and hours. The Intern Coordinator and/or the Intern Mentors will then evaluate this schedule.
2. This schedule is to be completed at the end of each month to be used for the following month.

3. The schedule is considered a binding document. Any deviations from it (i.e. family emergency, illness, etc.) will be approved on a case-by-case basis. The hours lost will need to be made up at a later time agreed upon by the Intern and the Intern Coordinator. Any requests for changes in the schedule will be handled in the following way:
 - i. Contact the Town of Madison Police Department as soon as possible.
 - ii. The Intern will need to request to speak to the Intern Coordinator.
 - iii. If they are not available, they will need to speak to an Intern Mentor.
 - iv. If they are not available, the officer taking the call will make notation of the request and forward it to the Intern Coordinator as soon as possible.

G. Evaluation

1. The Intern will be evaluated daily by the Intern Mentor the Intern is assigned.
2. These will include a Daily Observation Report, a Weekly Progress Report, and An End of Program Evaluation.
3. All of these evaluations will be forwarded to the Intern Coordinator for evaluation and review.
4. The Intern will have the opportunity to view each of these reports and to make appropriate comments on them.
5. The Intern Mentors will complete an End of Program memo describing the internship, any weaknesses and strengths, and recommendations.

H. Program Coordinator

1. Serve as point of contact with educational institutions
2. Coordinates internship student assignment with Intern Mentors or Town of Madison Police Officers as needed
3. Serves as resource for Intern Mentors and internship students among Town of Madison Police Department personnel as well as the educational institution

4. Provides direction to the internship program and mediates any issues that cannot be resolved at the Mentor level
5. Serves as designee of Chief of Police directing overall program activities
6. Recommends Internship Mentor candidates to the Chief of Police for selection

I. Internship Mentor

1. Provides overall direction and serves as primary point of contact with the internship student and Town of Madison Police Department
2. Works with the internship student to create an individualized learning experience that is beneficial to the student and the Town of Madison Police Department
3. Creates reports and grades involving the internship students progress and activities
4. Provides direct supervision of the internship student
5. Internship mentors are to immediately report (both verbal and written) any and all activity of the internship student that may bring discredit upon the Town of Madison Police Department including but not limited to violations of the code of conduct described in this policy.
6. Internship Mentors will be required to complete training for this duty, which may include Instructor Development and Field Training Officer.
7. Internship Mentors understand that the Mentor position is voluntary and serve at the pleasure of the Chief of Police. Internship Mentors do not receive any additional compensation for this duty.
8. Internship Mentors will serve on the Internship Committee and assist the Committee Chair in any tasks that he/she may require.

J. Internship Committee

1. The Internship Committee will consist of the Chief of Police, the Internship Program Coordinator and Internship Mentors.
2. The Internship Committee meetings are open to all Town of Madison Police Department personnel and the Town of Madison Police Department invites participation by all department personnel.

3. The Internship Program Coordinator and the Internship Mentors will confer on all final grades for internship students prior to submission to the educational institution.
4. The Internship Committee will have overall responsibility for the successful operation of the Town of Madison Police Department Internship program.
5. The Internship Committee will conduct interviews and background checks of internship candidates and make final recommendations to the Chief of Police.

K. Discipline

1. Any conflicts that arise between the Intern and Intern Mentor will be handled at that level when possible.
2. Any conflicts that are not resolved at that level will be forwarded to the Intern Coordinator for resolution.
3. The Intern Coordinator has the authority to terminate an Intern from this program, for good cause, at his/her discretion.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Cellular Telephone Use		
Effective Date: August 8, 2005	Number: 066	No. Pages: 3	Special Instructions: None
Reference: 035 Employee Contact Information		Distribution: All Personnel	
Reevaluation Date: August 31, 2006		Index as: Cellular Telephone Use, Department issued Cellular Telephones, Personal Use of Cellular Telephones	

I. Purpose

The purpose of this policy is to establish guidelines for the use of cellular telephones, pagers and other electronic communication devices that are department issued and personal cellular telephones and other electronic equipment use while members are on-duty.

II. Policy

The Department recognizes that officers need a variety of types of communications to effectively conduct day-to-day business. To that end the Department issues cellular telephones to certain members and reimburses other certain members for off-duty business use of their personal cellular phone.

III. Definitions

- A. *Department issued cellular telephone:* Nextel cellular telephones owned and paid for by the Town of Madison
- B. *Personal cellular telephone:* Cellular telephone owned and paid for by an individual employee
- C. *Other electronic device:* Includes, but is not limited to, pagers and handheld computers

IV. Procedure

- A. The following positions and assignments may be issued cellular telephones.
 - 1. Chief of Police
 - 2. Administrative Sergeant
 - 3. Patrol Sergeant
 - 4. Detective
 - 5. Detective
 - 6. Records (not set up for cellular telephone use, only to be used with the direct-connect feature)
- B. The following positions and assignments may be issued cellular telephones to use during their shift. The phone is then left in squad room; other officers who may be conducting similar tasks can use the cellular telephone.
 - 1. Patrol Officer

2. Patrol Officer (second phone)
3. Patrol Officer (third phone and a spare phone)
4. Court officer and K-9 officer

C. The following positions and assignments may be reimbursed \$10.00 per month for off-duty business use of their personal cellular telephone. If the employee has identified their cellular telephone as their primary home telephone number under policy 035 (Employee Contact Information) they will not be entitled to reimbursement under this policy.

1. K-9 Officer
2. Evidence Technicians

D. This payment is for off-duty use. The above-identified officers have department issued cellular phones available during on-duty hours. If an officer identified above has their personal cellular phone damaged while on-duty it will not be repaired or replaced by the department.

E. If an officer continuously does not answer his/her cellular telephone when called by department members, the Department, at the Chief's discretion, may cancel the payment of the cellular telephone. The K-9 Officer is exempt from this section due to the CBA.

F. Guidelines for Department issued cellular telephones

1. Patrol Officers will ensure the cellular telephones assigned to patrol are charged.
2. Patrol Officers will carry the cellular telephone with them in the squad and have it activated.
3. When calling from department-issued cellular telephone to department-issued cellular telephone employees should use the direct-connect feature whenever possible.
4. In general, do not provide department issued cellular telephone numbers to suspects, witnesses or informants. You should provide your office voicemail number, then check your messages using the cellular telephone and return the call.
5. Directory assistance calls should not be placed.
6. While on-duty the department-issued cellular telephone should be activated, unless the current task the officer is involved in could create officer safety issues, the officer is attending meetings, or any other time the cellular telephone would interfere with police business.
7. Personal use of a department-issued cellular telephones should be kept to a minimum. Non-represented employees may use their department-issued cellular telephone for personal business.

G. Guidelines for Personal cellular telephones

1. In general, personal business should be conducted on personal time.

2. Personal use of an officer's personal cellular telephone or other electronic device while driving is prohibited.
3. Excessive personal use of a personal cellular telephone or other electronic device may lead to the termination of the employee's ability to use and carry their personal cellular phone or other electronic device while on-duty.
4. The department will not repair or replace personal cellular telephones or other electronic equipment should they be lost, stolen or damaged while on duty.
5. An employee should not use their personal cellular telephone while in the Police Department or Town Hall while in view of the public or when the employee should be available to assist the public.
6. Personal photographs with cellular telephones or other type of camera at a crime scene are prohibited.

H. Cellular telephone use while driving

1. The Department recognizes that cellular telephone-related crashes occur.
2. Although the Department understands that on occasion an employee may need to use a department-issued cellular telephone while driving, the use of a cellular telephone while driving is discouraged.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department

Policy and Procedures

GENERAL ORDERS

100-199

- 100 [General Orders](#)
- 101 [Vacation and Holiday Scheduling](#)
- 102 [Department Paid Tows](#)
- 103 [Case Management](#)
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- 105 [Arrest Reports – Elements heading](#)
- 106 [Recording custodial statements of juveniles](#)



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713
608-210-7262
Fax: 608-210-7237

GENERAL ORDER

General Order Number: 2005-100

FROM: Chief of Police, Scott T. Gregory
 Administrative Sergeant, Wayne Stolpa
 Patrol Sergeant, Daniel Withee

TO: Police Department
 Police Officers
 Civilian Staff
 Others _____

Date Issued: 01/10/05

Date Release: 12/31/05

RE: General Orders

A General Order is defined as a short or long-term standing order. The department expects the General Order to be adhered to during the time frame indicated on the General Order. Discipline may occur for violating a General Order. Only the Chief of Police and Sergeants are authorized to issue a General Order. A General Order may supercede Departmental Policy and Procedures.

A General Order will be given a sequential number by the supervisor issuing the General Order; each General Order will indicate who issued the order and who the recipients of the General Order are intended. Each order will include a starting date (Date Issued) and the final date that the order is required to be followed (Date Release). Each General Order will also have a short description (RE: line).



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713
608-210-7262
Fax: 608-210-7237

GENERAL ORDER

General Order Number: 2005-101

FROM: Chief of Police, Scott T. Gregory
 Administrative Sergeant, Wayne Stolpa
 Patrol Sergeant, Daniel Withee

TO: Police Department
 Police Officers
 Civilian Staff
 Others _____

Date Issued: January 13, 2005

Date Release: December 31, 2005

RE: Vacation and Holiday scheduling

In accordance with Article VIII, Section 1 of the agreement between the Town of Madison and the Town of Madison Professional Police Association, the following general order will govern the procedure for scheduling vacation and holiday time.

Officers must submit a Time/Expense Documentation form to Sgt. Withee requesting the vacation or holiday time off. Officers are required to submit requests for all vacation and holiday time in the following manner:

Employees must schedule a one (1) week block of vacation at least sixty (60) days in advance. (Article XII, section 4)

Requests for vacation or holiday time for 2005 will be accepted until February 14, 2005. These requests for vacation and holiday time off will be approved based on seniority. The amount of time requested off (6 days or 1 day) will not effect the approval process.

The week blocks already requested and scheduled will take precedence over these requests.

Any requests for time off received on February 14, 2005 or later will be approved on a "first come first serve" basis.

Supervisor's Approval Process

Generally, no more than 16 hours of overtime will be scheduled in a given day to cover vacation or holiday requests.

No more than one officer will be granted vacation or holiday time off per shift, with the exception noted below.

Understanding the department has no control over military time off and Federal and State Medical Leave requests this time off will not be considered when approving vacation and holiday time off, unless the department would be required to have more than 16 hours of overtime to cover the time off.

Without exception, on the named holidays in the WPPA contract no more than one officer per shift will be granted vacation or holiday time off.



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713
608-210-7262
Fax: 608-210-7237

GENERAL ORDER

General Order Number: 2005-102

FROM: Chief of Police, Scott T. Gregory
 Administrative Sergeant, Wayne Stolpa
 Patrol Sergeant, Daniel Withee

TO: Police Department
 Police Officers
 Civilian Staff
 Others Schmidt's Auto and Mike's Towing

Date Issued: March 2, 2005

Date Release: December 31, 2005

RE: Department Paid Tows

All vehicles that an officer has authorized to be towed and PAID for by the Town of Madison shall have a case number written on the tow bill along with the officer's name or IBM number.

This will include all tows related to a Town owned vehicle or vehicles towed for evidentiary purposes.



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713
608-210-7262
Fax: 608-210-7237

GENERAL ORDER

General Order Number: 2005-103

FROM: Chief of Police, Scott T. Gregory
 Administrative Sergeant, Wayne Stolpa
 Patrol Sergeant, Daniel Withee

TO: Police Department
 Police Officers
 Civilian Staff
 Others Detective

Date Issued: 04/08/05

Date Release: 04/08/05

RE: Case Management

The following will be the procedure for the assignment of cases for investigation by Detectives of the Town of Madison Police Department:

1. Assignment of cases are generally made by the Administrative Sergeant. Detectives may also be assigned to work on cases by the Chief of Police and the Patrol Sergeant. This would generally occur in absence of the Administrative Sergeant. Detectives may also assist patrol officers in their investigative work as needed.
2. A Detective may take over a investigative case from a Patrol Officer when circumstances dictate an immediate need.
3. Detectives will be assigned to cases via the Incident Status Log (ISL).
4. Detectives initiating original cases will also complete an ISL and note their investigative activity on the ISL. See General Order on ISL completion.
4. Detectives will note on ther ISL their investigative activity on the assigned case. Investigative activity would include but is not limited to: interviews conducted, persons that need to be interviewed, items that have been and will be submitted to the state crime lab separate from the initial report all along with a completed date and the assigned Detectives initials.
5. On a bi-weekly basis, ISL's will be inspected by a supervisor.
6. Once investigative activity has lead to an arrest or there are no further investigative leads or the case is unfounded or exceptionally cleared, will be noted on the ISL along with date and initialled by the assigned Detective. The ISL will then be submitted to the Administrative Sergeant.



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713
608-210-7262
Fax: 608-210-7237

GENERAL ORDER

General Order Number: 2005-104

FROM: Chief of Police, Scott T. Gregory
 Administrative Sergeant, Wayne Stolpa
 Patrol Sergeant, Daniel Withee

TO: Police Department
 Police Officers
 Civilian Staff
 Others _____

Date Issued: 4/20/05

Date Release: 04/20/06

RE: Incident Log

All officers:

Prior to the end of each shift, the least senior officer will run the incident log from New World.

The instructions are as follows:

Access the TMPD menu by typing TMPD at the command line, press enter.

The screen will then list reports specific to TMPD

To access the Incident History Log type 1 <enter> on the Command Line while in the TMPD Menu screen.

Tab twice and arrow (eight spaces) to the end of the case number shown (68067).

Type the last case number that is in the Incident History Log and hit the enter key. New World will run the query and send it to the printer in records.

The officer will then take the printout from the printer and enlarge the log by using the copier. The officer will press the enlarge selection on the copier. The first choice of 121% is to be selected.

The enlarged log will then be placed in the log book, (after it has been 3-hole punched) which will remain in the squad room.

To be completed by all officers:

Officers will date and initial when they have completed a report.

This procedure is similar to the case number log book that we have completed in the past.

There is no need to initial “no reports”.

All officers will complete their original reports within 4 days of taking the case number.



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713
608-210-7262
Fax: 608-210-7237

GENERAL ORDER

General Order Number: 2005-105

FROM: Chief of Police, Scott T. Gregory
 Administrative Sergeant, Wayne Stolpa
 Patrol Sergeant, Daniel Withee

TO: Police Department
 Police Officers
 Civilian Staff
 Others _____

Date Issued: June 9, 2005

Date Release: June 9, 2006

RE: Arrest Reports - Elements heading

Every report the Patrol Bureau sends to the District Attorney's Office for charges (in-jail) or requesting charges (at large) will have a final heading of "Elements". The paragraph for each charge will delineate the elements of the crime being charged. An example is below.

Every report the Detective Bureau sends to the District Attorney's Office for charges (in-jail) or requesting charges (at-large) will have a separate supplemental report providing a synopsis and or elements section.

EXAMPLE

John Q. Badguy is being charged with Domestic Battery in violation of WI State Statute 947.19(1) and 968.075. Badguy hit his wife of 6 years with a closed fist on the left side of her face leaving a dark red mark. Badguy's wife, Jane H. Badguy, said this caused her pain and was done without her consent. This occurred at 2120A Fish Hatchery Road, town of Madison, Dane County, WI.

John Q. Badguy is also being charged with Criminal trespass to dwelling in violation of WI State Statute 943.14. After Badguy battered his wife he went to Ida M. Cheater's house, 2120 Fish Hatchery Road, town of Madison, Dane County, WI and entered the unlocked door and started swearing and yelling at Cheater causing a disturbance. Cheater said he feared for his safety and Badguy entered his residence without his consent.



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713
608-210-7262
Fax: 608-210-7237

GENERAL ORDER

General Order Number: 2005-106

FROM: Chief of Police, Scott T. Gregory
 Administrative Sergeant, Wayne Stolpa
 Patrol Sergeant, Daniel Withee

TO: Police Department
 Police Officers
 Civilian Staff
 Others _____

Date Issued: July

Date Release: December 31, 2005

RE: Recording custodial statements of juveniles

As of June 7 2005, the Wisconsin State Supreme Court ruled in State v. Jerrell C.J., 2005 WI 105 that all custodial statements of juveniles will be recorded.

Custodial Interview: means questioning of a juvenile suspected of being delinquent by or on behalf of a law enforcement agency from the time the juvenile is apprised of his or her rights to counsel and to remain silent until the questioning terminates during which a reasonable person in the juvenile's position would consider himself or herself to be in custody and during which a question is asked that is reasonably likely to elicit an incriminating response.

The following will be used until permanent equipment can be purchased and installed:

*Dictation machine from the squad room area.

The following procedure will be used when taking a juvenile into custody and transporting them to the Town of Madison Police Department for an interview/interrogation:

A. When recording statements of juveniles include the following information during the recording:

1. The name of the officer operating the equipment
2. The name of the agency asking questions (TMPD)
3. The name and d/o/b of the juvenile in custody
4. The name of anyone else present (parents, other officers, interpreter)
5. The date and start time of the interview
6. The location of the interview (e.g. the interview room in the PD)
7. The agency case number and/or the subject of the interview (e.g. regarding the burglary of at 2120 Fish Hatchery Rd.)

8. Miranda warnings and waivers. Read from your Miranda cards
 - a. Do not blur distinction between understanding rights and willingness to waive and answer questions. These are two separate issues.
 - b. Miranda plus: establish ability to understand language, level in school, had rights read before.
 9. Once the equipment is activated, do not turn it off until the interview is over. This is important. The focus of challenges to statements will be any “off-tape” discussions, inducements, promises, etc. Don’t create them. If the juvenile requests a break (bathroom, cigarette, opportunity to speak with parents), the request should be recorded, time of termination and resumption of interview also recorded.
 10. Time interview is terminated and equipment turned off.
- B. The tape will then be placed into evidence using our evidence/property procedure.
- C. When writing the report include the following information.
- a. Summarize the substance of the interview in a report as you always have.
 - b. Include information about the recording, e.g. start/stop times, location, persons present, evidence tag, etc.

At the present time there is no additional information on recording equipment available at JRC or any other locations. As different agencies work through this issue and updated General Order will be drafted.

Town of Madison Police Department

Policy and Procedures

PATROL PROCEDURES

200 – 499

[200 Stolen Auto Reporting
Victim/Witness Statement Form](#)

[201 Calls for Service – Alliant Center of Dane County Property](#)

[202 High Risk Incident Response](#)

[203 Departmental Response to Major Incidents](#)

[204 Towing of Vehicles
Tow log form](#)

[205 Arrest Decisions](#)

[206 K-9](#)

207 Motor Vehicle Crash Investigation

208 Active Shooter Response

[209 False Alarms](#)

Town of Madison Police Dept.	Title: Stolen Auto Reporting		
Effective Date: January 1, 2005	Number: 200	No. Pages: 2	Special Instructions: Replaces 200 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Stolen Auto Reporting	

I. PURPOSE

To provide guidance to department members in reporting stolen autos and autos that has been “loaned” out for other purposes.

II. POLICY

It is the policy of the Town of Madison Police Department to thoroughly investigate reports of stolen autos. The department will not enter into the TIME system a vehicle that has been loaned to another person as a stolen vehicle unless 48 hours has passed.

III. DEFINITIONS

II. PROCEDURES

- A. Stolen auto reports made by owners or other persons responsible for the control of another’s vehicle shall be documented utilizing department reporting forms and methods with entry into the TIME system in an expedient manner so as to increase the chance for recovery of the vehicle and apprehension of
1. Where the owner or responsible person DID NOT GIVE, LOAN OR OTHERWISE AUTHORIZE the taking or use of the vehicle in question by another person.
- B. Stolen auto reports made by owners or other persons responsible for the control of another’s vehicle WHERE THERE HAS BEEN AN AGREEMENT FOR USE OF THE VEHICLE BETWEEN THE OWNER OR RESPONSIBLE PARTY AND ANOTHER INDIVIDUAL IN EXCHANGE FOR GOODS OR SERVICES PROVIDED or any other situation where consent was given for the use of the vehicle shall be reported as follows:
1. The person reporting the theft to police shall be contacted to determine if the stolen auto meets the criteria of section I.A. If it is determined by the officer that consent was given by the owner or responsible person, the officer shall instruct the reporting person to:

- a. attempt to make contact with the person who has the vehicle;
 - b. collect descriptive information on the vehicle using CYMBAL (color, year, make, body and license)
 - c. contact a Town of Madison officer during business hours AFTER a 48-hour waiting period to report the vehicle as stolen
 1. a full stolen auto report will be made at that time
2. Reporting procedures for a vehicle taken with the consent of the owner shall consist of a SHORT REPORT that includes:
- a. person reporting the crime
 - b. vehicle owner
 - c. vehicle description
 - d. person(s) taking the vehicle
 - e. other information as deemed necessary by the officer

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department Victim/Witness Statement

Please print ...

Your First Name Middle Initial Last Name			S U S P E C T # !	Name		Address				
Address - street				Race	Sex	Age	DOB	Height	Weight	
City		State	ZIP	S U S P E C T # !	Name		Address			
Age	Date of Birth		Sex		Race	Sex	Age	DOB	Height	Weight
Home Phone		Work Phone		W E A P O N	Suspect # 1			Suspect # 2		
					<input type="checkbox"/> Gun	<input type="checkbox"/> Knife	<input type="checkbox"/> Other	<input type="checkbox"/> Gun	<input type="checkbox"/> Knife	<input type="checkbox"/> Other
Incident			V E H I C L E	Make		Model	Year			
Location				Color		Condition				
						<input type="checkbox"/> New	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	<input type="checkbox"/> Rust
Date		Time			Plate	State		Year of expiration		

...THEN STATE IN YOUR OWN WORDS HOW THIS INCIDENT OCCURRED:

(continue of back if necessary)

At no time did I give anyone permission to commit the above-described crime against my person/property.

Signed: _____ Date: _____ Time _____

Witness: _____ Date: _____ Time _____

VICTIM/WITNESS STATEMENT (continued)

Lined area for writing the statement, consisting of 25 horizontal lines.

If you used this side, please sign again: _____

Town of Madison Police Dept.	Title: Calls for Service – Alliant Center of Dane County Property		
Effective Date: January 1, 2005	Number: 201	No. Pages: 1	Special Instructions: Replaces 201 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Calls for Service – Alliant Center of Dane County Property, Alliant Energy Center	

I. PURPOSE

To provide officers with guidance in handling calls for service on Alliant Center’s property.

II. POLICY

III. DEFINITIONS

II. PROCEDURES

- A. No Events Or Events Without Security
 - 1. Day-to-day operations and/or events held without use of security may necessitate a response by Town of Madison Police for service calls
 - a. Officers shall respond to these calls for service in a manner consistent with the severity of the call.
- B. Events With Security (Presence of On-Duty Uniformed Sheriff’s Office Personnel)
 - 1. An agreement between the Dane County Sheriff’s Office and the Town of Madison compels for a response by Sheriff’s Deputies assigned to the Alliant Center.
 - 2. If further assistance is required, Town of Madison Police may be requested.
- C. Events With Security (Presence of Off-Duty Uniformed Sheriff’s Office Personnel)
 - 1. Deputies working, as employees of the Alliant Center or Promoters/Agents of the Event being held are not considered on-duty employees of the Sheriff’s Department.
 - 2. Calls for service will be handled by Town of Madison Police personnel as dispatched from the Dane County Communications Center.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: High Risk Incident Response		
Effective Date: January 1, 2005	Number: 202	No. Pages: 1	Special Instructions: Replaces 202 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: High Risk Incident Response	

I. PURPOSE

The purpose of this policy is to guide officers in their decision-making while investigating High Risk Incidents and provide officers with the necessary authority to request for mutual aid assistance from other agencies.

II. POLICY

III. DEFINITIONS

Iv. PROCEDURES

- A. The Town of Madison Police Department may request assistance from other agencies in the handling of High Risk Incidents. Typically, assistance is first requested through the Dane County Sheriff's Office.
 - 1. Examples of High Risk Incident Response include (but are not limited to):
 - a. Armed, barricaded subjects
 - b. Hostage incidents
 - c. Sniper incidents
 - d. Terrorist incidents
 - e. Armed, suicidal subjects
 - f. Search warrant or arrest warrant executions where armed and dangerous persons may be present
- B. Other situations may arise which require resources above and beyond the capabilities of the Police Department. Assistance may be obtained from an outside agency to help resolve the situation.
 - 1. Examples of other situations include:
 - a. Bomb threats
 - b. Processing of crime scenes for major incidents
- C. Any officer has the authority to request assistance.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Departmental Response to Major Incidents		
Effective Date: January 1, 2005	Number: 203	No. Pages: 2	Special Instructions: Replaces 203 dated 06/20/03
Reference: 051 Incident Notification Requirements , 064 Media Releases		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Department Response to Major Incidents	

I. PURPOSE

The purpose of this procedure is to provide guidance to department members on implementing the department's response plan to major incidents.

II. POLICY

III. DEFINITIONS

Major incidents – Incidents that are serious in nature and/or would likely lead to a request for assistance to an outside agency that extends beyond routine assistance (backup). Such requests for assistance may range from assistance in processing a crime scene or conducting interviews to a request for an outside agency to take complete charge of an investigation.

IV. PROCEDURES

A. Arrival at the Scene

1. Upon arrival at the incident scene, responding officer(s) shall:
 - a. Determine what type of incident (**Incident**) has occurred; and
 - b. Secure (**Hold**), to the best of their ability, all known:
 1. crime scene(s)
 2. victim(s)
 3. suspect(s)
 4. witness(es)
 5. evidence; and
 - c. Determine whether the incident requires notification of the Chief of Police in compliance (**Obey**) with Town of Madison Police Department Policy P012, Incident Notification Requirements; and
 1. If so, request that this notification be done through the Dane County Communications Center.
 - d. Obtain additional help (**Personnel**):
 1. Consider requesting:

- a. Additional officers under Mutual Aid to assist in securing the incident as described in section A.1.b. above
 - b. Town of Madison Detective
 - c. Town of Madison Sergeant(s)
 - d. Additional Town of Madison officers to assist with securing the incident
 2. Request that this be accomplished by Dane County Communications Center personnel
- B. Use of Resources Outside of Department
 1. Personnel
 - a. Town of Madison officers responding to major incidents are free to exercise their discretion in requesting and utilizing officers from other police agencies as need and availability dictate.
 2. Crime Scene Processing
 - a. The preferred order for requesting crime scene processing outside the department is
 1. Dane County Sheriff's Office
 2. Wisconsin State Crime Lab
 3. City of Madison Police Department
 - b. Officer's may deviate from the above list if necessary.
- C. **I.H.O.P.** – The acronym IHOP will enable each officer to initiate the requirements of this procedure simply and easily. A summary of this procedure is provided below:
 1. Determine what the **I**ncident is;
 2. **H**old the scene;
 3. **O**bey Policy P012 concerning notification of the Chief of Police
 4. Obtain necessary **P**ersonnel

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Towing of Vehicles		
Effective Date: January 1, 2005	Number: 204	No. Pages: 5	Special Instructions: Replaces 204 dated 04/05/04
Reference: 600 Evidence and Property		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Towing of Vehicles	

I. PURPOSE

The purpose of this policy is to provide guidelines for all officers when towing vehicles and documenting towing information.

II. POLICY

III. DEFINITIONS

II. PROCEDURES

A. Towing Situations:

1. **Accident** - Any vehicle involved in an accident shall be removed to the shoulder of the road or elsewhere as soon as possible after necessary accident investigation information has been obtained. Vehicles shall be removed from the shoulder without unnecessary delay.

a. If a traffic hazard is potentially created by the presence of vehicles on the roadway, towing of the vehicle at the expense of the owner may be ordered by an officer.

2. **Emergency Situation** - Any vehicle found illegally parked, in the vicinity of a fire, traffic or airplane accident or area of emergency, which creates a traffic hazard or interferes with the necessary work of law enforcement, fire, or other rescue workers may be ordered towed, at the expense of the owner, by an officer.

3. **Impeding/Danger to Traffic** - No vehicle shall be stopped in such a manner as to impede or render dangerous the use of the highway of others, except in cases of mechanical breakdown or accident. If such disabled vehicle is not promptly removed and creates a traffic hazard the officer may order the vehicle towed at the expense of the owner.

4. **Blocking Driveway or Parking Area** - Any officer discovering or having report of any motor vehicle, trailer, or other vehicle blocking a driveway or parking area, or obstructing or interfering with the movement on any driveway or parking area without the land owner's permission may order the vehicle towed at the expense of the owner of the vehicle.
5. **Unattended Traffic Hazard/Violation of Law** - Officers may tow any motor vehicle found on the public street or grounds unattended by the owner/operator that constitutes a traffic hazard or is parked in such a manner as to be in violation of the law.
6. **Abandoned Vehicle** – Abandoned motor vehicles are subject to tow at the vehicle owner's expense according to the restrictions below:
 - a. **Public Property**
 1. A vehicle may be presumed to be abandoned if it:
 - a) is inoperable and left unattended on public property for more than 48 hours (a police officer must mark the vehicle for abandonment ,warning ticket, prior to issuing a citation); or
 - b) has remained illegally on public property for more than 48 hours (a police officer must mark the vehicle for abandonment ,warning ticket, prior to issuing a citation).
 2. An officer may order the vehicle towed at the expense of the owner of the vehicle.
 3. An officer shall issue a parking citation for all abandoned vehicles towed from public property.
 - b. **Private Property**
 1. A vehicle may be presumed to be abandoned if it:
 - a) has remained on private property for more than 48 hours without permission of the property owner (a police officer must mark the vehicle for abandonment, warning ticket, prior to issuing a citation).

2. Property owners may order the vehicle towed at the expense of the owner of the vehicle upon issuance of a parking citation by an officer.

7. **Evidence/Crime Involvement** - Vehicles that must be processed for evidence or as evidence, having been involved in the commission of a crime, will normally be towed at the request of the officer to the department. When all evidentiary processing has been completed, vehicles may be released to owners upon presentation of proof of payment of the tow bill.
 - a. Vehicles can also be towed anytime a warrant exists for seizing the vehicle or the vehicle meets the normal requirements for warrantless seizure from private property.
 - b. Any civil forfeiture action incident will not be sufficient to tow a vehicle and place a "hold" by the tow company in an attempt to contact the owner. For example; a hit and run-unattended vehicle case would not be sufficient to tow a vehicle and place a hold by the towing company until the owner contacts the department. But, a hit and run-injury incident would be sufficient grounds to tow the vehicle and place a hold until the police are contacted or the investigation is completed.

8. Officers of this agency are not authorized to order a vehicle towed from private property except in circumstances as listed in section # 7.

9. Officers of this agency will advise private property owners that vehicles cannot be removed from their property by this agency except in circumstances as listed in section # 7.

10. Officers will not recommend any particular wrecker service to private property owners, however, may provide information as to the various towing services available if the information is requested by the property owner.

11. **Arrested persons** - Following the arrest of a driver of a motor vehicle such as an OWI suspect or a person wanted pursuant to a warrant, and the vehicle is not subject to seizure, the following procedures will be followed:
 - a. A vehicle that is legally and safely parked shall be locked and left at the arrest location if the suspect consents. Officers can not park vehicles on private property without permission from the property owner/manager.

- b. The suspect may turn the keys over to a responsible party.
- c. If the vehicle is on private property at the time of arrest and the vehicle owner requests that the vehicle be left parked on the private property, the vehicle may be left if the property owner is present and gives permission. If the owner of the property is not present or does not give permission for the vehicle to be left parked on the property, the vehicle will be towed.
- d. The suspect may request the vehicle be towed by a particular towing service. If so, and the request is reasonable, dispatch will be instructed to notify the towing service as requested.
- e. If the suspect does not consent to locking and leaving a legally and safely parked vehicle, or refuses to allow a responsible party to move the vehicle, or does not request a particular tow service to move the vehicle, the officer may order it towed for safekeeping at the owner's expense.
- f. If the vehicle is left parked or released to a responsible party, the officer will document this information in an incident report. The responsible party will be completely identified.

B. Towing Procedure

- 1. It is always preferred to have the vehicle owner/operator name the towing company to be used.
- 3. If the owner/operator does not wish to specify a towing firm or is not available to make a choice, the officer will request an appropriate towing service.
- 4. In an emergency situation involving major traffic congestion and tie up, the officer may request the closest/most readily accessible tow service.
- 5. All police department initiated vehicle tows shall be recorded on the department town log as soon as practicable after a vehicle is towed.

C. Vehicle Holds:

1. Any officer of this department placing a "HOLD" on a vehicle will document the circumstances of the "HOLD" on the department TOW LOG. These circumstances shall include:
 - a. Reason for the "HOLD"
 - b. What steps must be taken by the department and/or owner to release the "HOLD"
2. Any officer placing a hold on a vehicle will be responsible for completing an investigation, contacting or attempting to contact the vehicle owner and releasing the vehicle to the owner as quickly as possible.
3. Any contact or attempted contact with a vehicle owner whose vehicle has been the subject of a police hold shall be documented by a supplemental report.
4. Towed vehicles will normally not have a "hold" placed on them by an officer for reasons of defective equipment, altered equipment, etc., and will be released to the owner following payment of the tow bill.

D. Inventory

1. Vehicles that are towed at the request of the owner/operator or vehicles that are left legally parked will not be inventoried. Officers are reminded of the "plain view doctrine" and the limitations upon the authority to search incidental to a lawful arrest.
2. A vehicle inventory will be completed when an officer assumes responsibility for towing a vehicle.
3. The vehicle inventory will be included on the department incident report form and shall contain, at a minimum, the following information:
 - a. The registered owner of the vehicle along with address and telephone number if available (CONTACT AND VEHICLE sections of incident report form)
 - b. Vehicle information: make, model, license, body style, VIN, color and any other identifying information (VEHICLE section of incident report form)
 - c. Inventory of items in the vehicle with an estimated value of \$100 or more located on or inside the vehicle (NARRATIVE)

- d. Condition of the vehicle: operable/inoperable, etc. (NARRATIVE)
- e. Damage to the vehicle, interior or exterior (NARRATIVE)
- f. Location towed from and location towed to (NARRATIVE)
- g. Reason for tow (NARRATIVE)
- h. Date and time of tow (CONTACT AND VEHICLE sections of incident report form)
- i. HOLD information (NARRATIVE)

E. Citations

- 1. In all cases where a vehicle is towed for a parking violation, an appropriate citation will be issued.
 - a. Vehicles towed under section II.A.7, Evidence / Crime Involvement are exempted from this requirement.
- 2. Citations issued to vehicles to be towed:
 - a. Upon issuance of parking violation citation(s), the issuing officer shall turn in the top copy of the citation to Records [if there is a report accompanying the ticket(s)] or to the Municipal Court Clerk [if there is no report accompanying the citation(s)].
- 3. Citations issued to vehicles not to be towed:
 - a. Upon issuance of parking violation citation(s), the issuing officer shall turn in the top copy of the citation to Records [if there is a report accompanying the ticket(s)] or to the Municipal Court Clerk [if there is no report accompanying the citation(s)].

F. Tow Log

1. The departmental tow log will be completed on all tows as soon as practicable after the tow by the officer ordering the tow or his/her designee.

G. Complaints / Hearing Process

1. Complaints against the department concerning the towing of vehicles shall be referred to a supervisor.
2. Complaints against the towing company shall be directed to the towing company.
3. Requests for Hearing as a result of towing a vehicle shall be referred to the Chief of Police.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

TOWN OF MADISON POLICE DEPARTMENT TOW LOG

Revised: 1/2001

TOW INFORMATION:

Date:	Towed From (Location)	Tow Company
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VEHICLE INFORMATION:

Color	Year	Make	License/VIN
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HOLD INFORMATION:

Hold	? Yes	? No	Reason for Hold	Conditions of Release
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GENERAL INFORMATION:

Officer	Citation Number	Case Number
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TOW INFORMATION:

Date:	Towed From (Location)	Tow Company
-------	-----------------------	-------------

VEHICLE INFORMATION:

Color	Year	Make	License/VIN
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HOLD INFORMATION:

Hold	? Yes	? No	Reason for Hold	Conditions of Release
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GENERAL INFORMATION:

Officer	Citation Number	Case Number
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Town of Madison Police Dept.	Title: Arrest Decisions		
Effective Date: January 1, 2005	Number: 205	No. Pages: 11	Special Instructions: Replaces 205 dated 06/20/3
Reference: 165.83(2) , 175.40(2) , 968.07(1) , 968.07(2) , 968.08 , 968.10 , 968.11		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Arrest Decisions	

I. PURPOSE

The purpose of this policy is to define the authority of officers to make arrests and to establish guidelines for effecting arrests, both with and without a warrant. Such guidelines shall serve to ensure that all rights and privileges afforded citizens during arrest situations will be diligently protected.

II. POLICY

It is the policy of the Town of Madison Police Department that officers shall investigate violations of state and municipal laws and ordinances and shall make arrests for such violations in accordance with procedures imposed by the Constitutions of the United States and the State of Wisconsin; federal, state and municipal legislation; and department policy.

III. DEFINITIONS

- A. Arrest: The act of depriving a person of hiHe/sher liberty by legal authority for a civil, or criminal law violation.
- B. Custodial Arrest: The act of depriving a person of hiHe/sher liberty by legal authority for the purpose of holding or detaining him/her to answer a criminal charge or civil forfeiture action.
- C. Non-custodial Arrest: The act of temporarily depriving a person of hiHe/sher liberty by legal authority for the purpose of issuance of a citation or summons relating to a civil forfeiture action.
- D. Crime: Conduct which is prohibited by state law and punishable by fine or imprisonment or both. Conduct punishable only by forfeiture is not a crime.
- E. Temporary Felony Want: An entry on the TIME system into CIB and/or NCIC indicating a person is wanted by police. It may be entered by police when there is probable cause that a felony was committed and probable cause who committed the felony, but no warrant has been issued

yet. When the record is entered it will remain on the system for 48 hours and then will be automatically purged by the TIME system. It may be used for serious felony offenses where there is a need to immediately apprehend the suspect given the circumstances.

F. Fresh Pursuit: The pursuit of a defendant initiated immediately upon observation of a violation of any law or ordinance by an officer. The pursuit may also be initiated based upon information provided to an officer by a witness who has just observed a violation. Sec. 175.40(2), Wis. Stats., permits a peace officer, when in fresh pursuit, to follow anywhere in the state and arrest any person for the violation of any law or ordinance the officer is authorized to enforce.

G. Probable Cause: The amount of evidence which would lead a reasonable police officer to believe that a crime probably has been committed and that the person in question has probably committed it. It is more than a hunch or suspicion, but is less than sufficient evidence to bind over for trial. For the purpose of interpreting Wisconsin statutes, "probable cause" is used interchangeably with "reasonable grounds."

H. Warrant (Arrest): A written order issued and signed by a judge, and directed to a law enforcement officer, commanding the officer to arrest the person identified in the order. An arrest warrant may be for the violation of a criminal law (criminal arrest warrant) or in connection with a civil proceeding, e.g. failure to appear at a divorce, family support or paternity hearing, a civil arrest warrant.

IV. PROCEDURE

A. Authority to Arrest

1. Sec. 968.07(1), Wis. Stats., permits a law enforcement officer to make an arrest when:
 - a. He/she has a warrant commanding that such person be arrested;
 - b. He/she believes, on reasonable grounds, that a warrant for the person's arrest has been issued in this state;
 - c. He/she believes, on reasonable grounds, that a felony warrant for the person's arrest has been issued in another state;
 - d. There are reasonable grounds to believe that the person is committing or has committed a crime.

2. Sec. 968.07(2), Wis. Stats., provides that, "A law enforcement officer making a lawful arrest may command the aid of any person, and such person shall have the same power as that of the law enforcement officer.
3. Officers making an arrest shall use only that force which is reasonably necessary to effect the arrest. See Policy P004, Use of Force.

B. Positive Identification

- a. It is the responsibility of every officer making an arrest to confirm the identity of the individual being taken into custody.
- b. Confirmation may be accomplished through a variety of means, which may include:
 1. Photograph identification card;
 2. Corroboration by a responsible third party;
 3. Successful responses to corroborating questions.
- c. Officers who cannot corroborate the identity of a person being arrested shall confine the individual in the Dane County Jail for positive identification. If the person is arrested for a municipal ordinance violation and the officer cannot corroborate the identity of the person being arrested that person may be incarcerated in the Dane County Jail for identification purposes and then released. The identity concerns shall also be noted in the offense report.

C. Safety Considerations in Making Arrests

- a. An effort shall be made to effect warrant, or warrantless, arrests in an environment that poses minimal danger to officers, citizens and the defendant.
- b. Dane County E.R.T. is available for high risk warrant arrests or other high risk situations.

D. Arrest With A Warrant

1. The Town of Madison Police Department shall maintain a file of all warrants issued as a result of department action. This file shall be available to officers on a 24 hour basis.

2. In situations where the arresting officer is not in possession of the warrant, He/she shall be responsible for confirming the validity of the warrant. Out of state warrants shall require teletype confirmation, however, telephone confirmation shall be acceptable pending its receipt.
3. If, during the course of executing a warrant or apprehension request, the officer develops reason to believe there is a substantial likelihood the warrant/apprehension request is no longer valid, the officer will determine whether the person is to be taken into custody based upon factors that include all information provided by the issuing agency, the seriousness of the offense, the flight risk of the subject if not immediately taken into custody, and the dangerousness of the subject if not taken immediately into custody.
4. Temporary detention of an individual for the purpose of verifying warrant status is permissible.
5. Upon making an arrest on the strength of a warrant, the arresting officer shall inform the defendant as soon as practicable of the nature or the crime with which He/she is charged. If available, a copy of the warrant shall be provided to the defendant.
6. When serving an arrest warrant at a residence, officers shall be required to knock and await permission to enter, with the following exceptions:
 - a. When executing a warrant for a felony and, after announcing identity and purpose, entry is refused;
 - b. When those within, upon being made aware of the presence of someone outside, engage in activity which justifies officers in the belief that destruction of evidence is being attempted;
 - c. When those within, upon being made aware of the presence of someone outside, engage in activity which justifies officers in the belief that escape is being attempted;
 - d. When officers are justified in the belief that they, or the persons within, are in imminent peril of bodily harm.
7. When forcible entry is required, officers shall perform the following:

- a. Locate and control all persons on the premises and any property which might potentially serve as a weapon.
- b. Photograph any damage occurring as a result of the forcible entry and describe in the offense report how the damage occurred.

E. Temporary Felony Want

1. An arrest on the strength on a warrant is preferable to a temporary want, however, the immediacy of many police arrest situations makes it impractical to delay matters while a warrant is obtained.
2. The entry of a temporary felony want should be considered when probable cause exists that a serious felony was committed and who committed it, but we are unable to locate the suspect. It is important to remember that a temporary felony want does not take the place of getting a warrant. It does allow the police to get a want entered into the TIME system soon after the crime was committed. This may increase the likelihood that the suspect will be quickly apprehended and decrease the danger to the public.
3. This is a valuable tool for law enforcement, but the following procedures must be followed to avoid improper entry without cause.
 - a. The elements for a Temporary Felony Want are;
 1. Probable cause a serious felony was committed;
 2. Probable cause who committed it;
 3. The need to immediately apprehend the suspect.
 - b. The officer or supervisor must call the District Attorney's Office. If the office is closed, notify the on-call DA and give that person the details of the incident and the intent to enter the temporary felony want.
 - c. The officer enter the want and make the decision to enter CIB and/or NCIC. Use the incident number in the Agency Case Field. The officers should also send a SCAR message, as the want will only appear if the person is queried on the Time System.
 - d. As soon as possible (prior to the 48 hour expiration time) the officer will attempt to secure a warrant through the District Attorney office of jurisdiction.

- e. The investigating officer(s) shall immediately complete the required offense reports and narratives. In the body of the narrative; list that a temporary felony want was entered and the steps taken through the DA office to get the warrant issued.
- f. If a warrant is not issued, do not re-enter the temporary felony want after the 48 hours has expired.
- g. If the suspect is taken into custody by another agency on our temporary felony want a our department will respond to take custody of the subject.
- h. Once the suspect is in custody an officer must cancel the want.

F. Arrest Without A Warrant

- 1. An arrest on the strength of a warrant is preferable to a warrantless arrest, however, the immediacy of many police arrest situations makes it impractical to delay matters while a warrant is obtained.
- 2. The decision to make a custodial arrest shall be based on the gravity of the offense, likelihood of flight, safety of the public, and the need to collect and preserve evidence essential to prosecution.
- 3. The alternative to a custodial arrest is to complete an offense report documenting the alleged criminal activity and refer the report to the district attorney for review and the issuance of a criminal complaint and warrant or summons to appear.
- 4. When circumstances permit an officer to effect an arrest without a warrant, and the arrest will be made at a private residence, officers shall be required to knock and wait permission to enter. Without permission to enter, warrantless entries are generally considered unreasonable unless the following circumstances exist:
 - a. When probable cause exists to make a felony arrest and those within, upon being made aware of the presence of someone outside, engage in activity which justifies officers in the belief that destruction of evidence is being attempted.
 - b. When probable cause exists to make a felony arrest and those within, upon being made aware of the presence of

someone outside, engage in activity which justifies officers in the belief that escape is being attempted.

- c. When probable cause exists for making an arrest and officers are justified in the belief that they, or the persons within, are in imminent peril of bodily harm.
 - d. When officers, with probable cause to make an arrest for a crime, are in fresh pursuit of a defendant.
5. When forcible entry is required, officers shall perform the following:
- a. Locate and control all persons on the premises and any property which might potentially serve as a weapon.
 - b. Photograph any damage occurring as a result of the forcible entry and describe in the offense report how the damage occurred.

G. Assist Other Agency Requests

- 1. Periodically, other law enforcement agencies will request assistance from the Town of Madison Police Department in effecting an arrest. Certain guidelines shall be followed in providing this assistance.
- 2. Arrest With A Warrant
 - a. Warrants issued in Wisconsin are directed to all law enforcement officers of the state and may be served anywhere in the state.
 - b. An officer receiving a request from another agency to execute an arrest warrant on their behalf shall first confirm the warrant by checking N.C.I.C. and C.I.B. sources. If the warrant does not appear in these computer files, the officer shall confirm the existence of the warrant through Dane County Communications Center, a hard copy (teletype or fax) is preferred, but communication on a taped dispatch phone line is acceptable.
- 3. Arrest Without A Warrant
 - a. Officers responding to a teletype request from another police agency to effect a warrantless arrest may conduct

such an arrest if the defendant is located within our jurisdiction and it is impractical to obtain a warrant under the circumstances.

- b. Officers may also effect an arrest on the strength of a radio or telephone request from another agency. Again, it must be considered impractical to obtain a warrant under the circumstances.
- d. Officers shall be cautious of other agency requests that contain phrases such as "attempt to locate" or "stop and detain" and shall ascertain the clear nature of the request prior to taking "arrest" action.

H. Search Incident to Arrest

1. Sec. 968.10, Wis. Stats., provides that, "A search of a person, object, or place may be made and things may be seized when the search is made incident to a lawful arrest."
2. Sec. 968.11, Wis. Stats., defines the scope of a search made incident to a lawful arrest by stating that an officer, "May reasonably search the person arrested and an area within the person's immediate presence," for the following purposes:
 - a. Protecting the officer from attack;
 - b. Preventing the person from escaping;
 - c. Discovering and seizing the fruits of the crime;
 - d. Discovering and seizing any instruments, articles, or things which may have been used in the commission of, or which may constitute evidence of, the offense.
3. If, during the arrest, an automobile is within the defendant's immediate control, the officer may search the passenger compartment of the vehicle when the defendant is still present at the scene of the arrest.
 - a. The passenger compartment search does extend to the glove compartment of the vehicle, whether locked or unlocked.
 - b. The trunk of the vehicle may not be searched merely on the basis of a lawful arrest.

4. A search incident to a lawful arrest is permitted for custodial arrests for both criminal and non-criminal offenses.

I. Rights Upon Arrest

1. Any person placed under custodial arrest shall be advised of their Miranda rights prior to any questioning.
2. If a defendant indicates in any manner and at any time, either before or after being advised of Miranda rights, that He/she wishes to consult with an attorney before speaking, there shall be no further questioning regarding the incident.
3. Non-custodial arrest situations; e.g., a routine traffic stop or ordinance violation, are more analogous to a temporary investigative stop as defined in Sec. 968.24, Wis. Stats., and do not require Miranda warnings.

J. Release From Arrest

Sec. 968.08, Wis. Stats., states that, "A law enforcement officer having custody of a person arrested without a warrant may release the person arrested without requiring him/her to appear before a judge if the law enforcement officer is satisfied that there are insufficient grounds for the issuance of a criminal complaint against the person arrested."

K. Fingerprinting

- a. Officers should, in accordance with Sec. 165.83(2), Wis. Stats., fingerprint all persons arrested for the following:
 - (1) An offense which is a felony.
 - (2) An offense which a misdemeanor, or ordinance violation, involving:
 - (a) burglary tools
 - (b) commercial gambling
 - (c) dealing in gambling devices
 - (d) contributing to the delinquency of a child
 - (e) dealing in stolen property

- (f) controlled substances under ch. 961
- (g) firearms
- (h) dangerous weapons
- (i) explosives
- (j) pandering
- (k) prostitution
- (l) sex offenses where children are victims
- (m) worthless checks
- (n) a fugitive from justice
- (o) stalking
- (p) harassment

(3) An offense charged as disorderly conduct, but which relates to an act connected with one or more of the offenses listed in sub. (2).

- a. Officers shall obtain palm prints from any person arrested for burglary, major theft, etc. or from any arrestee for whom print comparisons will be sought.
- b. Each adult arrestee meeting the above criteria shall be fingerprinted at the Dane County Jail.
- c. The above criteria does not preclude officers from fingerprinting persons arrested for other offenses.

L. Release from custody

- 1. Officers who have made a custodial arrest shall have the discretion to release a defendant with charges pending in situations where the gravity of the offense is minor, the defendant does not pose a risk of flight, and the safety of victims or the public is not in question.
- 2. Defendants who are not subject to release shall, in many cases, have the option of posting a bond for the purpose of securing their release from custody. Bond amounts for misdemeanor crimes can

be found in the State of Wisconsin Uniform Misdemeanor Bail Schedule. Bond amounts for felony crimes are set by a judge.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Police Service Dog		
Effective Date: April 8, 2005	Number: 206	No. Pages: 4	Special Instructions: Replaces 206 issued 1/1/05
Reference:		Distribution: All Personnel	
Reevaluation Date: April 8, 2006		Index as: Police Service Dog, K-9, and Canine Unit	

I. Purpose

The Police Service Dog program was established to augment police services in the Town of Madison. The purpose of this policy is to provide guidelines for the utilization of the police service dog in accomplishing the department's goals and objectives.

II. Policy

It is the policy of the Town of Madison Police Department to staff, train, deploy, and maintain a Police Service Dog (Canine or K9) Unit within the Department to serve as a support unit in the field to enhance basic patrol and investigative functions. Canine/Handler Teams (K-9 Teams) will be used for searches (structures, articles, contraband), tracking, crowd control, apprehensions, public relations demonstrations, and other duties as assigned.

III. Definitions

<i>Police Service Dog (Canine/K9) Team:</i>	A Town of Madison Police Officer and his/her assigned dog.
<i>TMPD:</i>	Town of Madison Police Department
<i>PSD:</i>	Police Service Dog

IV. Procedure

A. Police Service Dog Use

1. Subject to the provisions of this policy, police service dogs trained in patrol applications may be utilized for area searches, building searches, tracking, evidence searches, narcotics detection, suspect apprehensions, handler protection and community presentations.

B. Search and Apprehension

1. A police service dog may be deployed off lead to search for or apprehend a suspect only when the handler believes it is reasonable and necessary to do so, pursuant to the provisions of the Town of Madison Police Department Use of

Force policy. Police service dog units shall only use that force that is reasonable and necessary to control the suspect under the circumstances. The Police service dog handler shall not allow his or her dog to engage a suspect that has voluntarily submitted to arrest or is in physical custody. Verbal warnings shall be issued prior to the deployment of the police service dog unless circumstances exist that make such warnings impractical or unsafe. Searches of populated areas should be done on lead until the dog locates a suspect. The dog may then be deployed off lead in accordance with this policy.

C. Injury caused by a Police Service Dog

1. If a Town of Madison Police Service Dog injures a person, the following steps shall be taken:
 - a. Evaluate the person for injury and ensure that they receive prompt and appropriate medical attention.
 - b. Notify the Chief of Police in accordance with notification procedures contained in policy P012.
 - c. Obtain photographs of the injury, if possible.
 - d. Obtain a statement from the injured person, if possible.
 - e. Obtain witness statements, if possible.
 - f. Attempt to obtain a consent for release of medical information from the injured person.
 - g. The Police Service Dog Handler shall document the use of force in a case report and thru the use of force report.
 - h. Police Service Dog activity will be tracked in a computerized database and entry of date will be the responsibility of the Dog Handler.

D. Narcotics Detection

Police Service Dogs trained in narcotics detection will be used in accordance with their training. Narcotics dogs will not be used inside schools (elementary, middle or secondary) without the authorization of the Chief of Police.

E. Callbacks and Mutual Aid Requests

1. Callbacks
 - a. A Police Service Dog team that is ordered to report to work outside of the normal work schedule shall be compensated in accordance with the current contractual agreement that is in effect.
2. Mutual Aid Requests
 - a. TMPD Police Service Dog Teams will, when possible, assist other agencies pursuant to a mutual aid request. TMPD Police Service Dog handlers assisting other agencies will act in accordance with this policy at all times. Requests for mutual aid outside of the Police Service Dogs Team's hours of work will be granted on a case-by-case basis by the Chief of Police or his/her designee. The Town of Madison also reserves the right to charge for mutual aid requests outside of Dane County.

F. Police Service Dog Vehicle

1. Each TMPD PSD team will be assigned a squad for their exclusive use. The squad will not be used for personal use. PSD Officers are allowed to keep their squads at their residence, and to use them as follows:
 - a. Driving to and from work.

- b. During the PSD Team's normal hours for duty.
 - c. Transportation of PSD to a veterinarian.
 - d. Transportation of PSD related equipment.
 - e. Transportation to PSD related training.
 - f. Any other transportation required to TMPD related training.
 2. If the PSD Handler is required to be away from his/her vehicle and the dog is in the vehicle, the vehicle shall be locked and appropriate ventilation will be provided.
 3. PSD Handlers will carry an exposed bite sleeve available in the trunk of their vehicle at all times.
 4. When operating a squad, duty handlers will be armed with their duty weapon, will have handcuffs available, and will have police identification, including a badge with them.
- G. Police Service Dog Training
 1. New PSD Handlers will undergo initial training prior to being certified for active duty. Each PSD Team will obtain certification in patrol and/or narcotics use prior to active duty.
 2. Each PSD Team will engage in regular maintenance training, and periodic certification as necessary.
- H. Records
 1. Each PSD Handler will be responsible for maintaining records of all PSD activities, including but not limited to medical records, training, certifications and calls for service.
 2. All PSD records, notes, training material in any form are subject to inspection by Supervisors at any time.
- I. Drug used for Training
 1. The PSD Handler will be responsible for the intake of narcotics from the DEA lab and securing them in the drug-training storage locker.
 2. Each substance is to be secured in a separate storage container designated for the substance
 3. Drug Log
 - a. An intake/ouptake log will be maintained inside the locked drug-training locker.
 - b. The officer receiving training narcotics will note the receipt of the narcotics and the placement inside the drug-training locker.
 - c. Each time the PSD Handler removes narcotics from the locker, the Handler will indicate the removal date and time from the locker. When the training has been completed, the Handler will note the return of the narcotics to the locker on the intake/ouptake form.
 4. Secure Storage and Access
 - a. Narcotics stored in the narcotics training locker are used for training purposes only.
 - b. The PSD Handler will maintain a key to the locker and a duplicate key will be maintained in the Administrative Sergeants key storage.
 - c. The PSD Handler will access the locker on an as-needed basis for training.

- d. All other requests for training-narcotics will be submitted in writing to the Administrative Sergeant.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: False Alarms		
Effective Date: January 1, 2005	Number: 209	No. Pages: 3	Special Instructions: Replaced 008 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: False Alarms, Alarms	

I. PURPOSE

The purpose of this procedure is to provide guidelines for officers in handling false alarm calls received by this department and the management of the Town's False Alarm Ordinance.

II. Policy

The department recognizes its commitment of service to the citizens of the Town and its resolution to build partnerships by providing high quality, efficient and consistent services. In so doing, it is understood that use of various methods and programs to cause the effective and efficient use of manpower and resources will be employed. Thus, a program of enforcing the existing Town of Madison ordinance concerning false alarms is established via this procedure.

The department will strive to work in concert with other divisions of Town government in the provision of service to citizens. Note that for the purpose of this procedure, an alarm refers to non-fire alarms.

III. Definitions

II. Procedures

A. General

1. All alarms dispatched to Town of Madison Police will be responded to by officers of this agency.
 - a. If TMPD officers are unable to respond to an alarm, a request shall be made of another agency for mutual aid assistance to the alarm.
 - b. At each alarm response, appropriate police action will be taken based upon the circumstance found.

- c. Alarms that are reported and then identified as false shall be verified via personal contact, reliable source or the 911 center.
2. Documentation of alarm calls will be made on department RMS (Records Management System).
 - a. The documentation shall include the exact address of the alarm and details of the circumstance along with other required information. The reason for the alarm must be listed in this entry.
 - b. Where the alarm is handled by another agency the same information shall be obtained and entered into the RMS.

B. Alarm Charging

1. Pursuant to Town of Madison Ordinance, penalties will be assessed for false alarm response by the police department.
 2. A representative of the department will be assigned the responsibility of administering the program. This representative will:
 - a. Establish a method to track the alarm calls handled by this department and other agencies to locations within the Town of Madison.
 - b. Determine from this tracking if alarm calls handled were caused by means so as to make them eligible for citation.
- c. Determine the number of alarms responded to for each location experiencing an alarm.
1. If the amount is greater than the number set forth in the ordinance and a charge may be levied, begin the process for issuance of a citation.
 2. If the response is below the minimum number, make appropriate record of such.
 - d. Issue a citation for violation of the ordinance in accordance with proper procedure making report of same to the department for those alarms subject to be charged for.
 1. The citation shall be issued with the penalty noted in the ordinance for the number of the alarm.
 2. Service of the citation will be made

- a. Upon the home or business owner, or
 - b. Upon the manager or senior official of a business,
or
 - c. Upon the responsible party found at the location of
the alarm.
- e. As per ordinance, alarms caused by tornadoes or other violent climatic conditions do not count against the total number of chargeable false alarms.
3. It is understood that citations issued for violations of the Town's False Alarm ordinance are subject to the judicial process.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department

Policy and Procedures

TRAFFIC PROCEDURES 500 – 599

500 [Motor Vehicle Crash Investigation](#)

501 Reserved

502 Reserved

503 Reserved

504 Reserved

Town of Madison Police Dept.	Title: Motor Vehicle Crash Investigation		
Effective Date: May 18, 2005	Number: 500	No. Pages: 4	Special Instructions: Replaces 500 dated 05/16/05
Reference: Driver Information Exchange Crash Form, Instruction Manual for Completing the WI Motor Vehicle Accident Report Form		Distribution: All Personnel	
Reevaluation Date: May 18, 2006		Index as: Motor Vehicle Crash Investigation, Crash Investigation, Department Vehicles Involved in Crash	

I. PURPOSE

The purpose of this procedure is to establish guidelines and procedures for crashes that the Town of Madison Police Department investigates.

II. POLICY

It is the Town of Madison Police Department policy to investigate and report Motor Vehicle Crashes in a quick and professional manner. Town of Madison Police Department will report to the State of Wisconsin Department of Transportation any crash where the officer determines, at the scene, that there is a death, injury to any person, or damage to property, owned by any one person which exceeds \$1,000.00 (\$200.00 if government owned property, except motor vehicles). The department encourages enforcement of traffic violations that are contributing factors causing a crash.

III. DEFINITIONS

A. Accident – An occurrence that originates or terminates on a traffic way, which involves at least one motor vehicle in transport, and results in any of the following:

1. Injury or fatality of a person
2. Total damage to one person's property to an apparent extent of \$1,000 or more
3. Damage to government-owned property to an apparent extent of \$200 or more, except government-owned vehicles, which are \$1,000.

B. Crash – Crash and Accident are used interchangeably in this policy

- C. Reportable Crash – If a crash meets any of the above three criteria it is considered a Reportable Crash.
- D. Non-Reportable Crash – A crash that does not meet the above criteria
- E. Traffic way – Premises open to the public as a matter of right or custom for use of their motor vehicles whether the premises are publicly or privately owned. This includes driveways, approaches to buildings, shipping and loading docks, service stations, parking stalls and parking aisles of parking lots.
- F. Incapacitating Injury – Any injury other than a fatal injury which prevents the injured person from walking, driving, or from performing other activities which he/she performed before the accident.

IV. PROCEDURES

A. Reportable Crashes

1. This department will investigate all crashes that meet the State of Wisconsin standards as a reportable crash, if the officer is called to the scene.
2. If the department is not dispatched or an officer is not otherwise at the crash scene the department will not investigate the crash unless an incapacitating injury is reported. The police department will not investigate any other crashes where the officer does not have access to the immediate scene, vehicles, operators and/or pedestrians, excluding persons transported to a hospital by emergency medical services. Officers will provide the reporting party with a Wisconsin Driver Report of Accident (MV4002) or explain to the complainant how they may obtain this form.

B. Non-Reportable Crashes

1. All non-reportable crashes that an officer responds to will be investigated by the Town of Madison Police Department. A Driver Information Exchange Crash Form will be completed and submitted to our records division.
2. Officers may elect not to investigate a non-reportable crash if they were not on the scene of the crash. A Wisconsin Driver Report of Accident (MV4002) may be provided to the driver(s).

3. An officer may elect, or a supervisor may direct, the preparation of an MV4000 report for any non-reportable crash where it appears documentation would be advisable under the circumstances.

C. Department Involved Motor Vehicle Crashes

1. If a Town of Madison Police Department motor vehicle is involved in a crash the employee involved will immediately notify dispatch of the crash. The employee will determine if any injuries are present and request appropriate mutual aid or other emergency services. The employee will notify his/her immediate supervisor or cause this to occur. The supervisor will determine whether he/she will respond to the scene.
2. Investigation of crashes that occur outside the Town of Madison jurisdiction will be completed by the appropriate jurisdiction.
3. The supervisor will make the determination whether to respond and investigate the crash or have another jurisdiction investigate the crash. If the officer is unable to contact a supervisor, the involved officer will request mutual aid in the following order; Dane County Sheriff's Department, WI State Patrol, Fitchburg Police Department, City of Madison Police Department.
4. All crashes involving department owned vehicles shall be reviewed by the department management team to determine if any violation occurred. Recommendations for training, discipline or changes of policy/procedure will be forwarded to the Chief of Police.

D. Extenuating Circumstances/Severe weather response

In the event of extenuating circumstances/severe weather and a high volume of calls for service the ranking officer may determine the department will only respond to crashes involving blockage or injury. In this event, the ranking officer will notify the Dane County Communications Center of this information and create an informational case number indicating the time this decision was put into effect and the time the department starting responding to these calls for service.

E. Quality Control

1. Members of the management team will review MV4000 reports for accuracy and completion. Any report requiring changes or further investigation will be held and not released until the required changes by the investigating officer is completed.

2. The management team will not be reviewing every MV4000 due to time constraints. Each report review the supervisor will initial Field 78 indicating the MV4000 was review and by whom.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department

Policy and Procedures

INVESTIGATIONS/EVIDENCE/PROPERTY PROCEDURES

600 – 699

[600 Evidence and Property](#)
[Evidence Property Log](#)
[Evidence Tag Sample](#)
[Property Room Access Log](#)

[601 Case Management](#)

[602 Court Officer](#)

[603 Worthless Checks](#)
[Worthless Check Book](#)

[604 Handling of Suspicious Items, Packages & Mail](#)

[605 DRMS](#)
[DRMS Inventory Form](#)

Town of Madison Police Dept.	Title: Evidence and Property		
Effective Date: January 1, 2005	Number: 601	No. Pages: 9	Special Instructions: Replaced 600 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Evidence and Property, Property and Evidence	

I. PURPOSE

The purpose of this procedure is to provide guidelines for officers in the handling of evidence and property in the possession of the Town of Madison Police Department.

II. POLICY

III. DEFINITIONS

IV. PROCEDURES

A. General

1. Police officers shall always respect the property of others and shall protect the value and usefulness of the property of others in the custody of the department.
2. Property seized by the department shall be returned to it's rightful owner as soon as it is apparent that it will be of no use in any court action, including appeals and *habeas corpus* proceedings.
 - a. The department shall not return property to an individual if possession of that property is illegal.
 - b. Upon appropriate notice to the property owner and expiration of a thirty-day (30) hold period, the department shall not return property with an apparent value of less than \$100.
3. Any person who notifies the Police Department of the finding of property, which is determined not to be reported lost, stolen, contraband, or evidence of a crime, and who wants to retain possession of that property, shall be advised of the provisions of Wis. Stats. 170.07, 170.08, 170.09, 170.10, and 170.11.
4. The department shall take photographs of all evidence which cannot be

preserved in its original condition at the time of seizure. The officer photographing the evidence shall be able to testify as to the accuracy of what the photographs depict.

- a. Wis. Stat. Section 943.20(4) provides that duly identified and authenticated photographs of property which is the subject of a theft charge may be used in court in lieu of the property.
 - b. Wis. Stat. Section 943.34(2) provides that duly identified and authenticated photographs of property which is the subject of a charge of misdemeanor Receiving Stolen Property may be used in court in lieu of the property.
5. Any property seized by the Police Department shall be processed according to current law:
- a. Wis. Stat. 968.20 provides that property needed as evidence or for use in further investigations shall be returned to a claimant only upon a valid court order.
 - b. The officer may return property not needed for evidence or for use in further investigations to the rightful owner, unless it is contraband, without the requirement of a hearing.
 - c. Contraband will be destroyed or sent to the State Crime Laboratory for experimentation purposes or destruction.
 - d. As the department deems necessary, usually once a year, the department will hold an auction to dispose of any property which has been abandoned or remained unclaimed for a period of 30 days after having been taken into possession by officers according to Wis. Stat. 66.28.
 - e. Firearms/ammunition shall be disposed of per Wis. Stat. 968.20(1m)(b) and 968.20(3)(b)
6. The freezer located in the property room (off of squad room) is to be used for long term preservation of biological evidence. The freezer is to be accessed ONLY by the evidence/property personnel.

B. Evidence

1. PROPERTY/EVIDENCE TAGS
 - a. Description of PROPERTY/EVIDENCE TAGS - The Town of Madison Police Department utilizes PROPERTY/EVIDENCE

TAGS that have a peel-off adhesive backing and are sequentially numbered beginning with **100001**.

b. Application to evidence

- 1) When applying to cardboard, paper or plastic, use the adhesive backing plus staple the tag to the item.
- 2) The PROPERTY/EVIDENCE tag may be folded over smaller objects such as cords, bicycle cables or handlebars and the adhesive affixed against the adhesive on the other end of the PROPERTY/EVIDENCE tag. No further attachment is required when applied in this manner.
- 3) **DO NOT APPLY** the adhesive to objects of value which may be damaged by the adhesive backing of the PROPERTY/EVIDENCE tag.

c. Completion of PROPERTY/EVIDENCE tag:

- 1) In the upper left portion of the tag, designated by the # **1** on the example, if the property is found or being held for safekeeping, or confiscated to be destroyed, indicate who it is to be released to or check the dispose box.
- 2) In the area designated # **2**, provide information as to the name and address of the person the property is being recovered from. In this same area check the box to indicate this person's standing with the property. If the person is the victim or suspect, but also the owner of the property, check both boxes.
- 3) In the area designated # **3**, list and describe the property. When listing drugs always include the weight of the drugs in the description on the PROPERTY/EVIDENCE tag. For any items which possess a serial and/or model number, include them in this area also.
- 4) In the area designated # **4**, mark the box indicating what type of property class your property is. Under INCIDENT TYPE, use basic terms to describe the general type of case. If there are numerous offenses, use the most serious offense to describe the incident. **DO NOT USE** computer entry designations; list by event (i.e. burglary, robbery, stabbing, etc.). Fill in the blanks in the other portions of this area.
- 5) In the area where it says "PLACE STICKER HERE",

colored stickers will be placed to designate what type of evidence/property it is. You will be provided with the stickers. This will allow the evidence officer to more easily identify property to release or dispose of to more efficiently manage the property room. Use the guidelines below to determine which color sticker to use on the item:

- a) If the property is **EVIDENCE**, use a **RED** sticker
 - b) If the property is **FOUND PROPERTY**, use a **BLUE** sticker
 - c) If the property is being held for **SAFEKEEPING**, use a **YELLOW** sticker
- 6) The entire right-hand portion of the tag (to the right of the **PLACE STICKER HERE** space), designated # **5**, is for exclusive use by the evidence officer **ONLY**. Leave this area blank.
- d. Dissemination of **PROPERTY/EVIDENCE TAG** copies
- 1) **WHITE** (top sheet) - This will serve as the document of record for the evidence. Officers should submit this document with their report. It shall be updated when the status of the evidence changes.
 - 2) **YELLOW** (middle sheet) - This sheet shall be clipped to the appropriate magnetic clip depending upon where the evidence is to be stored (refrigerator, pole barn clipboard, or one of the blue storage lockers). When the evidence is processed, the evidence officer shall forward the copy to the Police Clerks for entry into our computer system.
 - 3) **WHITE TAG (CARDBOARD)** - This will stay with the evidence **AT ALL TIMES**; even when removed to an outside department (crime lab, court, etc.). Officer's will affix the appropriate colored label (**RED**, **BLUE**, or **YELLOW**) to the tag depending upon the status of the item.

2. Evidence Room

- a. Entry into the evidence room shall be limited to official business only. Entry to the evidence room shall be documented by the person(s) entering the room via the **EVIDENCE ROOM ACCESS LOG**, located in the evidence room.

- b. The evidence room shall be considered off limits and will not be entered by anyone except:
 - 1) the assigned evidence/property officer
 - 2) the detective
 - 3) administrative personnel
- c. Location of evidence is to be logged on the WHITE Copy of the PROPERTY/EVIDENCE tag
 - 1) The Tag portion will remain with the evidence
- d. U.S. Currency will be temporarily stored in the evidence room unless the currency is evidence itself and is required to be retained. Currency will be deposited in a banking account established for the safekeeping of currency.
 - 1) Currency is to be packaged separately from other evidence to accommodate the transfer into the banking account (i.e. if a wallet is found with a large amount of cash inside, package the wallet and cash separately).
- e. Drug evidence will be stored in the safe in the evidence room.
 - 1) Drugs should be packaged so that the drug evidence itself is packaged separately from other evidence in the case.
- f. Firearms are to be stored in a secured enclosure in the evidence room.
 - 1) Do not package ammunition in the same evidence container as the firearm.

3. Procedure for handling EVIDENCE

- a. All EVIDENCE associated with a crime will be properly packaged, sealed, and affixed with the TAG portion of the PROPERTY/EVIDENCE TAG. The PROPERTY/EVIDENCE TAG shall be completed in its entirety, using the guidelines listed in this procedure.
- b. All evidence will be placed in the blue numbered lockers, refrigerator or pole barn as appropriate. The YELLOW portion of

the PROPERTY/EVIDENCE TAG(S) will be affixed to the outside of the locker(s), on the clipboard for the Pole Barn, or the refrigerator via the magnetic clip. All EVIDENCE collected shall be separated by case (example: do not mix a robbery case with an assault case in the same locker).

- c. After the EVIDENCE has been collected and properly packaged, the key(s) for the locker(s) used to store the EVIDENCE is/are placed in the locked box located inside the property room. The WHITE portion of the PROPERTY/EVIDENCE TAG shall be attached to the officer's report.

C. Pole Shed

- 1. EVIDENCE that is placed in the pole shed will be without change except the YELLOW portion of the PROPERTY/EVIDENCE TAG will be placed on the clipboard located in the property room. This procedure will be used for property or evidence too large to store in the evidence lockers (example: bicycles, motorscooters, etc.). All property and/or evidence stored in the pole shed shall have an PROPERTY/EVIDENCE TAG affixed to the item being stored.

D. Property

- 1. All property which is NOT evidence and the OWNER OF THE PROPERTY IS KNOWN, will be placed on the shelves inside the property room with a completed PROPERTY/EVIDENCE TAG. Property is subject to disposal after thirty (30) days per state statute (Wis. Stat. 66.28).
 - a. Disposal means that the PROPERTY can be returned to the lawful owner, destroyed, auctioned or turned over to the department's use.
- 2. If items do not meet the requirements for EVIDENCE or PROPERTY, officers can dispose of the PROPERTY in accordance with the following guidelines.
 - a. PROPERTY with an identifiable owner:
 - 1) If a seized item has an identifiable owner, it is the **OFFICER'S RESPONSIBILITY** to make an attempt to locate the owner and make arrangements to return the PROPERTY to the owner.
 - 2) The PROPERTY/EVIDENCE TAG must indicate who the owner is and if they have been contacted.

- b. PROPERTY without an identifiable owner:
 - 1) If the PROPERTY has value (examples including bicycles, jewelry, etc.), officers shall retain the property as FOUND PROPERTY for safekeeping.
 - a) If the PROPERTY is not claimed, then it may be disposed of by the evidence/property officers in an appropriate manner.
 - 2) If the PROPERTY has no apparent value (examples include keys, empty wallets, etc.), the PROPERTY may be retained or disposed of at the discretion of the officer.
 - a) If the PROPERTY is retained and not claimed within thirty days, the PROPERTY may be disposed of by the evidence/property officers.
- 3. U.S. Currency that is not classified as EVIDENCE or PROPERTY shall be handled according to the amount of currency found in conformance with Wis. Stats. 170.07 - 170.11 (inclusive):
 - a. U.S. Currency/Coin less than \$3.00 may be turned over to a charitable organization or person in need by the finding officer.
 - b. U.S. Currency/Coin greater than or equal to \$3.00 shall be handled per Wis. Stat. 170.07 via the following procedure:
 - 1) A departmental incident report shall be prepared by the finding officer and a copy shall be submitted to the Town Clerk within five (5) days.
 - c. Monies found shall be retained by the department for one (1) year. Monies not claimed shall be turned over to the Town treasurer.
- 4. Weapons seized or recovered shall be made safe and placed in a blue locker (this is an exception to the procedures governing PROPERTY for safety reasons).
- 5. Items that are to be processed for latent fingerprints are to be processed **BY THE OFFICER** involved in the case **OR BY AN ID TECHNICIAN** and the PROPERTY returned to the owner by the officer. If a latent fingerprint is recovered, the fingerprint is considered EVIDENCE and shall be handled accordingly.

6. All EVIDENCE recovered from municipal shoplifting investigations (examples: beer, cigarettes, candy, etc.) shall be returned to the owner and documented **BY THE INVESTIGATING OFFICER** on the incident report. Officers shall NOT seize video tapes in shoplifting cases.
7. Items recovered from misdemeanor theft cases and misdemeanor receiving stolen property are to be photographed and returned to the owner.
8. Items that are left at the scene of a "hit and run" motor vehicle traffic accident that is not of a serious nature are NOT to be held as evidence.
 - a. An exception will be made for cases in which the **INVESTIGATING OFFICER** wishes to perform follow-up on the case. Upon completion of the follow-up investigation, the investigating officer shall make a determination whether the items held are EVIDENCE, and submit the items in the appropriate manner; or the items are not EVIDENCE, and are either disposed of or returned to the owner.
9. All items with serial numbers (or other identifying numbers) such as bicycles, stereo's, VCR's, camera equipment, weapons, etc. shall have the computer printout attached to the PROPERTY/EVIDENCE TAG to advise the evidence officer of the status of the item seized, and whether it is to be classified as EVIDENCE or PROPERTY.

E. Arrested Persons Property

1. PROPERTY from a prisoner taken to the Jail will be stored in the Thirty (30) Day Box located in the Property Room. Officers who arrest someone who has personal belongings that the Jail will not accept should make every effort to find an alternative location for the arrested person's PROPERTY.
 - a. The Jail has a twenty (20) pound limit on their property bags and any excess baggage such as backpacks, luggage or brief cases are not accepted. The **ARRESTING OFFICER** must return the PROPERTY and inventory the items accordingly.
 - b. A PROPERTY OWNER NOTIFICATION form shall be filled out by the arresting officer. The officer shall document what property is being held for the prisoner. Prior to releasing the property to the owner, the officer shall have the owner sign and date the PROPERTY OWNER NOTIFICATION form. The WHITE copy of the form is then given to the arrested person.
 - 1) The PROPERTY OWNER NOTIFICATION form notifies

the arrested person that the property seized by the officer will be disposed of if not claimed within thirty (30) days.

- c. The YELLOW copy of the PROPERTY OWNER NOTIFICATION form is attached to the PROPERTY/EVIDENCE TAG and placed in the Property Room.
- d. The PINK copy of the PROPERTY OWNER NOTIFICATION form is attached to the officer's complaint report.

III. Attachments

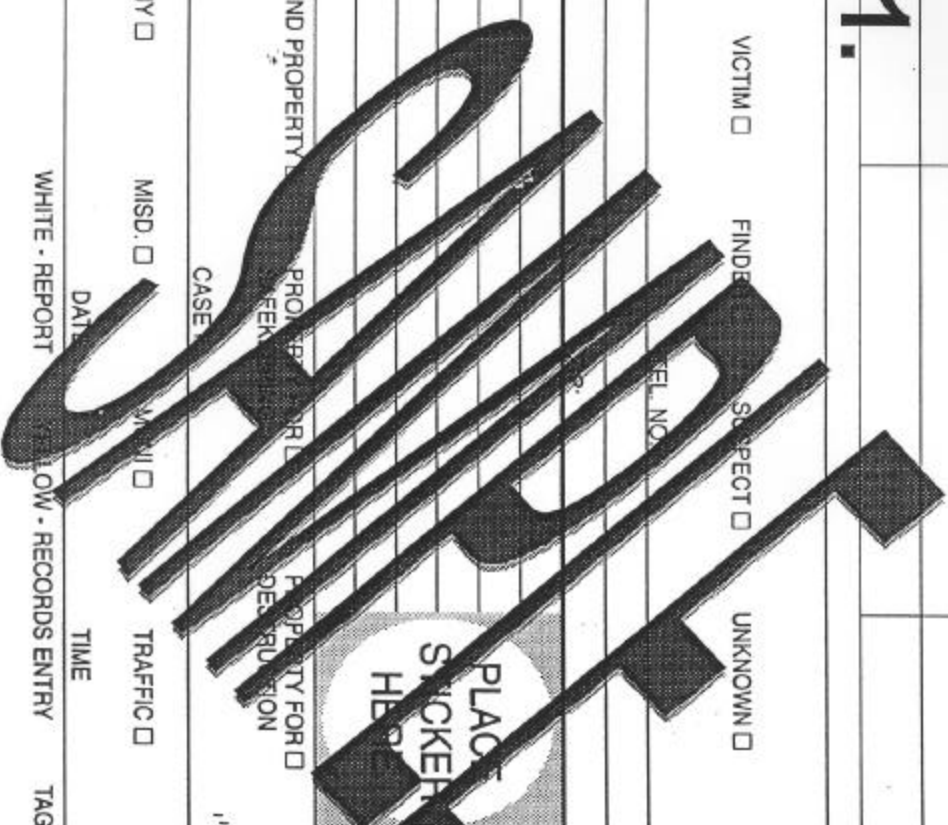
- A. Town of Madison Police Department Property/Evidence Tag - SAMPLE
- B. Town of Madison Police Department Evidence Room Access Log

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

No. 100003

Town of Madison Police Department Property/Evidence

DISPOSE <input type="checkbox"/>		ITEM NO.	OK BY	DATE	FINAL DISPO	BY	DATE
RELEASE TO:							
DISPOSE <input type="checkbox"/>							
RELEASE TO:							
DISPOSE <input type="checkbox"/>							
RELEASE TO:							
SEND CARD TO:		1			<input type="checkbox"/> CARD SENT	DATE MAILED	
NAME OF OWNER <input type="checkbox"/>		VICTIM <input type="checkbox"/>	FINDEE <input type="checkbox"/>	SUSPECT <input type="checkbox"/>	UNKNOWN <input type="checkbox"/>		
NAME:							
ADDRESS:							
CITY:							
1.							
2.							
3.							
PHYSICAL <input type="checkbox"/>		FOUND PROPERTY <input type="checkbox"/>	PROPERTY FOR <input type="checkbox"/>	PROPERTY FOR <input type="checkbox"/>	PROPERTY FOR <input type="checkbox"/>	PROPERTY FOR <input type="checkbox"/>	PROPERTY FOR <input type="checkbox"/>
EVIDENCE							
INCIDENT TYPE							
CRIME CLASS		FELONY <input type="checkbox"/>	MISD. <input type="checkbox"/>	TRAFFIC <input type="checkbox"/>			
EMPLOYEE							
DATE							
WHITE - REPORT		LOW - RECORDS ENTRY	TAG - EVIDENCE LABEL				
PROP ROOM		SHELF NO.					
APPROVED							



2

3

4



Town of Madison Police Dept.	Title: Case Management		
Effective Date: January 1, 2005	Number: 601	No. Pages: 1	Special Instructions: Replaces 601 dated 6/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Case Management	

I. PURPOSE

This procedure is designed to provide guidance in the management of investigative cases brought to the attention of the department. The Department will investigate cases to the best of our ability, dependent upon the following criteria:

1. Seriousness of the offense
2. Priorities
3. Solvability factors associated with the case
4. Resources available

II. POLICY

III. DEFINITIONS

- A. Case - An incident, event or follow-up request for service assigned to a detective or staff officer, or re-assigned to a patrol officer.

IV. PROCEDURES

- A. Case management is the responsibility of ALL sworn personnel. Patrol Officers should, when possible, investigate incidents assigned to them to the extent that their knowledge, skills, and abilities AND time allow. Detectives will provide assistance with follow-up investigations that cannot be handled by patrol personnel.
- B. Detective(s) and their immediate Supervisor shall share responsibility for assuring that cases are investigated in a timely manner in accordance with this procedure.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Court Officer		
Effective Date: January 1, 2005	Number: 602	No. Pages: 10	Special Instructions: Replaced 602 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Court Officer	

I. PURPOSE

The purpose of this policy is to establish guidelines for performance of the assignment of *Court Officer* for the department.

II. POLICY

It is the policy of this department to: Insure the proper, expedient preparation, processing and presentation of criminal cases to the District Attorney's Office in accordance with their policy to provide for efficient and effective presentation of cases for prosecution; Insure the proper, expedient transmittal of court related documents and materials to other divisions of the County Court as required; Review reports submitted as outlined in the Procedures listed below; Complete documents and forms required for the charging of persons and for the keeping of records of the Department; Cooperate with members of the department, outside agencies and others as needed in the performance of the duties and procedures to maintain efficient and effective case presentations and to promote the image and service of the agency.

III. PROCEDURES

A. Adult Person(s) in Custody

These cases shall be processed by this department and the court officer or his designee as a priority, receiving immediate attention by clerical staff and the court officer, so as to adhere to the 48-hour charging provision and to keep current with those cases involving persons in jail who have not been arraigned.

1. Receive report package from Clerks
 - a. package should include:
 - (1) DA Case Intake Sheet (completed by the arresting officer)
 - (2) Copy of the report
 - (3) Dane County Jail, CIB, III, and NCIC criminal history (CHRI) records
 - (4) Accompanying attachments

2. Review the Intake Sheet for correct and necessary Information
3. Review the report to determine if it contains the necessary information for the case
 - a. Full ID of the suspect(s), victim(s), witness(es)
 - b. Statement of non-consent
 - c. Domestic association (in Domestic Violence Cases)
 - d. Other necessary information needed to clarify or assist in determining the facts in the case
4. Review the report to determine if it contains the necessary attachments
 - a. Citations
 - b. Evidentiary documents
 - c. Outside agency reports
 - (1) If these reports are referenced, secure these reports from appropriate sources/agencies
5. Officers shall run Dane County Jail, CIB, III, and NCIC criminal history (CHRI) records reports for each defendant to be charged for attachment to report package
6. For cases where there are criminal traffic charges along with criminal charges, a duplicate report set (intake sheet, report, attachments, criminal histories, etc.) must be made for submittal to the DA Traffic Division
 - a. The original ticket(s) shall be delivered with the complaint to the Clerk of Court
7. Complete department record log for case tracking
8. Deliver package to District Attorney's Office and follow their prescribed intake procedures
 - a. Copy the Intake Sheet and leave this with the clerical staff doing intake work
 - b. Locate the Probable Cause Sheet and attach to the report
 - c. Submit the package to the Intake DA, or the person handling intake (ex. ADA Mike Burke) for distribution
9. As soon as possible, but no later than 1330 hours on Monday, 1400 hours on Tuesday through Thursday, and 1030 hours on Friday, sign the

completed complaint in the District Attorney's Office and process it according to DA/Clerk of Court procedures

- a. procedures include signing the complaint
 - b. having it witnessed by a DA
 - c. delivering to the Clerk of Court
10. If charges are declined by the DA and there is not other reason to hold the individual in jail, the DA's office should have notified the jail to release the defendant
- a. Confirm this notification with them and if they have not done so, notify the jail to release
11. The Final Disposition Report (fingerprint sheet) is normally found attached to the Probable Cause form
- a. This document should be delivered to the Clerk of Courts with the Complaint
12. Where the department or the District Attorney has not been able to process the report or complaint for whatever reason, it will be necessary to process the Probable Cause Affidavit, providing charges cannot be filed within 48-hours of the arrest of the subject(s).
- a. Located the document, which is generally found in the DA's Intake Office
 - b. Determine which judge is the Duty Judge and have the document reviewed by this judge
 - c. If signed, deliver the pink copy to the jail and remaining copies to the DA's office to attach to the report package
 - d. If the judge declines the charges, notify the jail to release the person(s) as well as the District Attorney's Office of the action

B. Adult Person(s) Who Have Bailed Out, Order-Ins

These cases shall be processed by the court officer or his designee with urgency, receiving quick attention by clerical staff and the court officer, to allow for processing by the District Attorney due to the short time period that can exist between time of release and ordered appearance

1. Receive report package from Clerks
 - a. Package should include
 - (1) DA Case Intake form (completed by arresting officer)

- (2) Copy of the report
 - (3) Accompanying documents
2. Review the Intake Sheets for correct and necessary information noting the order-in date and time in the appropriate field
3. Review the report to determine if it contains the necessary information for the case
 - a. Full ID of suspect(s), victim(s), and witness(es)
 - b. Statement of non-consent
 - c. Domestic association (in Domestic Violence cases)
 - d. Other necessary information needed to clarify or assist in determining the facts in the case
4. Review the report to determine if it contains the necessary attachments
 - a. Citations
 - b. Evidentiary documents
 - c. Outside agency reports
 - (1) If these reports are referenced, secure these reports from appropriate sources/agencies
5. Officers shall run Dane County Jail, CIB, III, and NCIC criminal history (CHRI) records reports for each defendant to be charged for attachment to report package
6. For cases where there are criminal traffic charges along with criminal charges, a duplicate report set (intake sheet, report, attachments, criminal histories, etc.) must be made for submittal to the DA Traffic Division
 - a. The original ticket(s) shall be delivered to the Clerk of Court with the criminal complaint
7. Complete department record log for case tracking
8. Deliver package to District Attorney's Office and follow their prescribed intake procedures
 - a. Copy the Intake Sheet and leave this with the clerical staff doing intake work
 - b. Locate the Probable Cause Sheet and attach to the report
 - c. Submit the package to the Intake DA, or the person handling intake (ex. ADA Mike Burke) for distribution

9. Prior to the order-in date, sign the completed complaint in the District Attorney's Office and process it according to DA/Clerk of Court Procedures
10. The Final Disposition Report (fingerprint sheet) is normally found attached to the Probable Cause form
 - a. This document should be delivered to the Clerk of Courts with the Complaint

C. Juveniles in Custody

These cases shall be processed by the court officer or his designee as a priority, receiving immediate attention by clerical staff and the court officer, so as to adhere to the 24-hour hearing provision

1. Receive report package from Clerks
 - a. Package should include
 - (1) Copy of the report
 - (2) Accompanying attachments
2. Officers shall complete the Juvenile DA Case Intake Sheet with correct and necessary information
3. Review the report to determine if it contains the necessary information for the case
 - a. Full ID of suspect(s), victim(s), and witness(es)
 - b. Statement of non-consent
 - c. Other necessary information needed to clarify or assist in determining the facts in the case
4. Review the report to determine if it contains the necessary attachments
 - a. Citations
 - b. Evidentiary documents
 - c. Outside agency reports
 - (1) If these reports are referenced, secure these reports from appropriate sources/agencies
5. Officers shall run CIB, III, and NCIC criminal history (CHRI) records for each defendant to be charged for attachment to report package

6. A second set of reports, accompanied by a Dane County Juvenile Referral Form will be attached to the report package
 - a. Submit the second set of reports to the Juvenile Court Office on the 3rd floor of the CCB
7. Juvenile traffic tickets and reports should be submitted to the Juvenile Court Office on the 3rd floor of the CCB
8. Complete department record log for case tracking
9. Deliver package to Juvenile District Attorney's Office and follow their prescribed procedures
10. In the early afternoon you should be able to sign the completed petition in the Juvenile District Attorney's Office

D. Adult Person(s) Out of Custody, Cases for DA Charging

As there is no predictability to the work demand placed upon the department, it is important that cases for DA charging be handled quickly and with dispatch so as to avoid unnecessary delay and create an inordinate amount of time between the offense and the matter being submitted to the District Attorney. Generally, these cases should be processed for disposition within two (2) working days of receipt by the court officer or his designee. The cases should be charged to the DA, returned to the officer for additional follow-up, assigned to an investigator for additional follow-up or closed within this time period.

1. Receive report package from Clerks
 - a. Package should include
 - (1) Copy of the report
 - (2) Accompanying attachments
2. Review the report to determine if it contains sufficient information to support the charge(s) and if it contains the necessary information for the case
3. Review the report to determine if it contains the necessary attachments
 - a. Citations
 - b. Evidentiary documents
 - c. Outside agency reports
 - (1) If these reports are referenced, secure these reports from appropriate sources/agencies

- d. If the necessary attachments are not present
 - (1) Note any deficiency
 - (2) Return the report to the originating officer or an investigator for follow-up
- 4. If the report is sufficient
 - a. Officers shall complete the DA Intake Sheet with correct and necessary information
 - b. Request a warrant or summons based upon the address information of the defendant(s)
- 5. Officers shall run Dane County Jail, CIB, III and NCIC criminal history (CHRI) records reports for each defendant to be charged for attachment to report package
- 6. For cases where there are criminal traffic charges along with criminal charges, a duplicate report set (intake sheet, report, attachments, criminal histories, etc.) must be made for submittal to the DA Traffic Division
 - a. The original ticket(s) shall be delivered to the Clerk of Court with the signed complaint
- 7. Complete department record log for case tracking
- 8. Deliver package to District Attorney's Office and follow their prescribed procedures
- 9. During trips to the DA's Office, monitor the Summons and Warrant Files for completed cases and process them according to the DA/Clerk of Courts procedures

E. Juvenile Out of Custody, Cases for DA Charging

As there is no predictability to the work demand placed upon the department, it is important that cases for DA charging be handled quickly and with dispatch so as to avoid unnecessary delay and create an inordinate amount of time between the offense and the matter being submitted to the District Attorney. Generally, these cases should be processed for disposition within two (2) working days of receipt. The case should be charged to the DA, returned to the officer or an investigator for additional follow-up, or closed within this time period.

- 1. Receive report package from Clerks
 - a. Package should include
 - (1) Copy of the report

- (2) Accompanying attachments
2. Review the report to determine if it contains sufficient information to support the charge(s) and if it contains the necessary information for the case
 - a. Full ID of suspect(s), victim(s), and witness(es)
 - b. Statement of non-consent
 - c. Domestic association (in Domestic Violence cases)
 - d. Other necessary information needed to clarify or assist in determining the facts in the case
3. Review the report to determine if it contains the necessary attachments
 - a. Citations
 - b. Evidentiary documents
 - c. Outside agency reports
 - (1) If these reports are referenced, secure these reports from appropriate sources/agencies
 - c. If the necessary attachments are not present
 - (1) Note any deficiency
 - (2) Return the report to the originating officer or an investigator for follow-up
4. Officers shall complete the Juvenile DA Intake Sheet with correct and necessary information
5. Officers shall run CIB, III and NCIC criminal history (CHRI) records reports fro each defendant to be charged for attachment to report package
6. A second set of reports accompanied by a Dane County Juvenile Referral Form should be attached to the report package
7. Juvenile traffic tickets and reports should be submitted to the Juvenile Court Office on the 3rd floor of the CCB
8. Complete department record log for case tracking
9. Deliver package to Juvenile District Attorney's Office and follow their prescribed intake procedures
10. When notified by the Juvenile DA's Office, sign the completed complaint

F. Additional Information

1. Summons

Summons, when issued, will be placed into the appropriate location in the DA's office. When found, these should be processed according to the DA procedures which include signing by the complainant and witnessing by a DA. The file should then be returned to the typist for processing (usually a note giving instructions from the typist will be found in the file)

2. Warrants

Warrants, when issued, will be placed into the appropriate location in the DA's office. When found, these should be processed according to the DA/Clerk of Court procedures which include signing by the complainant and witnessing by a DA; determining the duty judge and having the original warrant signed by the duty judge; booking in the warrant in the Clerk of Court office (time stamp and receiving a case number) and delivering the warrant to the Dane County Sheriff Warrant Division. At times, the Duty Judge may not be available and it may be necessary to leave the warrant with the Duty Judge asking that our office be notified when it is signed.

3. Monitoring DA Files

In keeping with the need to maintain the flow of the process of the system, it is important that the person performing these duties continually monitor the files in the DA's office for summons and warrants that have been issued and see to their immediate processing.

4. DA Requested Follow-Up

Requests made by the District Attorney for follow-up, additional reports, photographs, etc. will be returned to the designated Court Officer for review and action

5. Case Intake Sheet Disposition

Case Intake Sheets completed by the District Attorney will be returned to the department with a record of the charges issued made in the Department Court book, a copy of the form made and sent to the charging officer and the form forwarded to the Clerk for filing.

G. Additional Duties

1. As necessary, the person performing this assignment will be required to transport reports/documents to other departments or agencies; Madison Police, Dane County Sheriff's Office, Probation & Parole and Dane County Human Services.

- a. To facilitate report delivery to P&P and DCHS, reports for any office or agent can be left at the respective agency office; P&P on Badger Road and DCHS at their South office in the Villager Shopping Center. The report will be forwarded via their own inter-office mail system
2. As necessary, the person performing this assignment may be required to request photo line-ups or other investigative materials from agencies and pick up these requests for return to this department
3. Due to the mobile nature of this assignment, it may be necessary for the person performing this assignment to deliver or pick-up other items or materials from various locations throughout the metropolitan area

H. Reporting & Record Keeping

1. The person performing this assignment shall maintain records and reports as necessary and requested. They shall inform their supervisor of those requests made by the DA for follow-up action and the assignment or steps taken to meet this request
2. They shall also inform their supervisor of the reports returned to the officers for additional investigation

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Worthless Checks		
Effective Date: January 1, 2005	Number: 603	No. Pages: 1	Special Instructions: Replaces 603 dated 06/20/03
Reference: Worthless check handbook		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Worthless Checks, Bad Checks	

I. PURPOSE

The purpose of this procedure is to provide guidelines to officers concerning the Department's response to worthless check cases.

II. POLICY

III. DEFINITIONS

IV. PROCEDURES

- A. The goals of the Town of Madison Police Department are:
1. To deter the issuance of worthless checks.
 2. To encourage the use of security methods by the merchants and others who received checks to both discourage the issuance of worthless checks and to act as an aid to investigation and prosecution.
 3. To seek prosecution of those who issue worthless checks.
- B. The information contained in the Town of Madison Worthless Check Handbook will serve as the authority for the determination of whether an alleged worthless check case will be investigated by this Department.
1. Officers investigating worthless check cases are directed to refer to the most current edition of the Town of Madison Worthless Check Handbook for specific information on procedures.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department

Recommended Check Cashing Procedures

And

Worthless Check Handling Policies



Town of Madison Police Department
2120 Fish Hatchery Road
Madison, WI 53713-1289
(608) 210-7262

This handbook is intended to inform merchants and others of the policies of the Town of Madison Police Department regarding the investigation and prosecution of worthless check cases. It is hoped that cooperation between our Department and merchants will result in more effective enforcement and discourage the issuance of worthless checks. Please look over the handbook for any questions you may have as to how to process a worthless check and what we need to assist you in prosecution of these matters. Within, you will find our recommendations on business policies for handling checks being received by your business. Remember, the best way to prevent worthless checks is to have a good, strong check cashing policy in place and use it at all times.

Any questions you may have regarding these policies are invited and should be submitted to the Town of Madison Police Department.

Scott T. Gregory
Chief of Police
Town of Madison Police
Department

I General Policy

Worthless checks being a cause of increased costs for individuals, and an offense under both the Wisconsin Statutes and the Town of Madison Ordinances, it is the policy of the Town of Madison Police Department to investigate and assist in the prosecution of qualifying cases reported to this Department. Further, it is the policy of the Department to seek prosecution under Town of Madison Ordinance 9-1-1, in those cases involving a check or series of checks totaling less than \$1000.00 and written by a single defendant. Where a check, or a series of checks written by the same person within a period of fifteen (15) days exceeds \$1000.00, it is the policy of this Department to seek criminal prosecution by the District Attorney in the Circuit Court of Dane County.

While our primary purpose is to seek prosecution of the offense and not to act as a collection agency, we will seek and encourage restitution for the victim. However, restitution, by itself, is not sufficient grounds to drop and investigation or the prosecution of a worthless check case. We may decline to investigate any worthless check brought to us by a victim who, in the past, has withdrawn support of any prosecution after restitution was made.

II Goals

The goals of the Town of Madison Police Department are:

1. To deter the issuance of worthless checks.
2. To encourage the use of security methods by the merchants and others who received checks to both discourage the issuance of worthless checks and to act as an aid to investigation and prosecution.
3. To seek prosecution of those who issue worthless checks.
4. To obtain restitution for the victim.

III The Law

Section 943.24 of the Wisconsin Statutes makes it unlawful to issue a worthless check. Depending upon the amount of the check or upon the total amount of a series of worthless checks issued by the same person in any fifteen (15) day period, the violation of this statute may be either a misdemeanor or a felony.

Conviction of either can result in the imposition of a fine of up to \$10,000.00, or imprisonment, or both. The prison term for a misdemeanor violation may be up to nine months; for a felony violation, up to two (2) years.

Section 9-1-1 of the Code of Ordinances provides as follows:

Worthless Checks: Whoever issues any check or other order for the payment of money less than \$1000.00 which, at the time of issuance, he/she intends shall not be paid is guilty of a Class A misdemeanor.

The penalty for the violation of this ordinance is a forfeiture, or fine, which is imposed by the Municipal Court. The amount of the forfeiture may vary depending upon the amount of the worthless check, whether or not the restitution has been made, and the number of prior violations. The maximum forfeiture, which may be imposed, is \$1,000.00.

IV Definitions

It is important to understand what a check is and the meaning of certain banking terms applied to the exchange of checks before you begin to accept them. Understanding these terms may enable you to recognize a bad check.

The Essential Parts of A Check Are:

1. PAYEE: To whom the check is made out to.
2. WRITER: Person issuing (writing) an order to pay.
3. DRAWEE: Bank on which the check is drawn.
4. DATE: Date the check was issued/written.
5. AMOUNT: Numerical and written amount of check.

A check is an order to pay someone (the payee) money given by a person (the writer) to a bank or other financial institution (the drawee) at which the writer has an account.

There are Several Types of Checks:

Personal Check is written and signed by the individual offering it as payment (the writer.) He/she makes the check payable to a person or firm to whom it is given (the payee.) It is drawn on a bank (the drawee.)

Payroll Check is issued to an employee for services performed. Usually the name of the employer is printed on the check and words “payroll check” will appear prominently. Also, in most instances, the amount will be printed or cut into the check by a check writing machine. Payroll checks that are handwritten should be accepted with caution. It is a good policy not to cash payroll checks without prior approval of the business establishment.

Counter Check is a check that does not have the name and address of the maker (the writer) printed upon its face. A counter check should alert you that the account is probably new. Before cashing such a check, it would be a good practice to call the bank to verify the account and those adequate funds are on deposit.

Travelers Check is a check obtained and used by travelers. They are sold to protect against loss or theft of the traveler's funds. They are issued in denominations of \$10, \$20, \$50, \$100 and \$500, and are signed at the time of purchase. Unlike a personal check, however, they require a second signature and proper identification of the owner at the time they are passed. Proper identification of the person cashing travelers check is essential. Be suspicious of traveler's checks already completed. Require the owner to sign the check in your presence. Second party travelers check should not be accepted.

Government Check can be issued by the Federal, State, County, or local government. Such checks are issued for salaries, tax refunds, pensions, welfare allotments, veterans benefits and many other things.

You should accept all government checks with particular caution. A Federal Government check can be returned because of a forged indorsement for a period of up to six (6) years.

Government checks of all types are subject to frequent theft. Consider instituting the policy of not cashing a government check unless the customer has an established account or business relationship with a store prior to requesting that a check be cashed is not asking too much of any customer.

PAYABLE THROUGH DRAFT looks much the same as check, is frequently mistaken for a check, but is not a check. A payable through draft is a customer draft. Insurance companies have used this instrument for many years in the marketplace. Frequently, because of the nature of the payment, an insurance company will name two or three payees or insert additional language in the payee portion of the check. This necessitates multiple or special indorsements. A "payable through" or "payable through draft" will generally appear on the lower left side of the draft. These instruments should be accepted cautiously since strict compliance with the language for the payee portion is absolutely essential to negotiation.

BANK MONEY ORDER is a check issued by a bank and is considered an official check of the issuing bank. Bank Money Orders are used as a substitute for Cashiers Checks. Proper identification should always be requested when you are asked to cash a bank money order.

PERSONAL MONEY ORDER is a check purchased by the remitter and drawn on a bank. Personal Money Orders are frequently used to pay bills. They provide a much safer method of sending money than the sending of cash. The same identification standards placed on checks should be applied to money orders, which are presented for cashing.

Forms of Indorsement

INDORSEMENT: The signature of the payee, usually written on the back of the instrument (check).

BLANK INDORSEMENT: A blank Indorsement does not specify any indorsee and usually consists of a signature only. Negotiable instruments so indorsed become payable to whoever has possession of them (the bearer) and may be negotiated by delivery alone unless specially indorsed.

SPECIAL INDORSEMENT: A special indorsement specifies the person to whom or to whose order it makes the instrument payable. Negotiable instrument so indorsed become payable to the special indorsee and may be further negotiated only by his/her indorsement. If the instrument is lost, it cannot be negotiated unless the special indorsee has indorsed it.

RESTRICTIVE INDORSEMENT: An indorsement is restrictive if it states that it: (A) is conditional or qualified, e.g., “without recourse”; (B) purports to prohibit further transfer of the instruments; (C) includes the words “for collection,” “for deposit,” or “pay any bank” or like terms which signify that it is for the benefit or use of the indorsee or of another person.

V Recommended Security Methods

A great deal of business is transacted by checks. Whenever anything other than cash is accepted, the businessperson takes a calculated risk to make the sale convenient and inviting to his/her customer. When dealing in checks, it is important to minimize that risk as much as possible. This can be done through the uniform use of simple security methods, which discourage the intentional attempt to defraud. Remember that you have no legal obligation to honor any check and should not do so unless the person issuing the check satisfies your check cashing requirements.

The Town of Madison Police Department recommends the following security measures.

Set a check cashing Policy

Set a check cashing policy. Write it down. Post it and instruct your employees in its use. Your policy may require a supervisor approval before cashing or require specific identification. When all employees are instructed in and follow a posted policy, customers have no reason to believe that they are being treated unfairly. (A sample check cashing policy is included in the Appendage section of this booklet.)

Your policy may prescribe the type and number of pieces of acceptable identification, a dollar limit on the amount you will accept by check and a limit on the amount of cash which may be given as change to any customer who pays by check.

Frequently review your policies and procedures with your employees. Remind them or what they should watch for in detecting bad checks. Employee apathy can be the biggest problem in keeping your bad check losses to a minimum.

REQUIRE IDENTIFICATION

Identification is essential if you accept a check from anyone you do not know personally. If the check is returned as worthless, you must be able to identify the person who wrote it. Anyone who requests that you cash a check bears the responsibility of carrying acceptable identification. Remember, your customer obtains a receipt for the goods or services purchased from you and knows where your business is located. You should obtain the same kind of information from your customer when they pay by check. *If a customer is unable to satisfy your identification requirements, you should politely refuse to cash the check. Remember, if you can't identify the person, we can't prosecute the person.*

UNACCEPTABLE FORMS OF IDENTIFICATION

Birth certificates, social security cards and credit cards are not an acceptable form of identification when cashing checks. This is because they do not contain any physical description of the owner, have a signature, or show a current address. In addition, since neither major credit card companies nor the Social Security Administration will release any information concerning their customers, a credit or social security card is a completely worthless form of identification.

ACCEPTABLE FORMS OF IDENTIFICATION

Acceptable forms of identification, each of which contains a physical description of the owner, include;

1. A Wisconsin Drivers License (with photo)
2. A Wisconsin Photo ID Card
3. A student Photo ID Card
4. A Passport
5. Any Common Government Photo ID Card

Even these forms of identification may become worthless once they expire because the information may be outdated and there is a greater chance that the document is being used fraudulently. Be sure for any signs of tampering.

Store check cashing cards are convenient to both the merchant and the customer. It is important that an application be kept on file and that some background check be conducted prior to issuing such cards. An expiration date should be prominently displayed on the face of the card and it should be renewed only after the information on file has been updated. All information on the application should be checked before you accept any checks.

COPY IDENTIFICATION ONTO CHECK

All information contained on the identification should be copied on to the back of the check prior to accepting it. Special attention must be given to the name (first, middle

initial, last name), sex/race, date of birth, card number, expiration date, and signature. Two (2) types of identification are better than one.

EMPLOYEE TO IDENTIFY SELF ON CHECK RECEIVED

The employee accepting any check should also write their own identification onto the back of the check with customer's so you will know who accepted the check if it is returned as worthless. We need to know who accepted the check, when and at what time, in order to investigate and prosecute the case. Be sure that the employee writes down the date and time of acceptance as well as some form of employee identification, e.g.; initials, last name, employee ID number.

IF NO IDENTIFICATION IS AVAILABLE

If a person is not carrying any form of identification, a call to their employer, or parent, or bank might provide some identification for the individual. However, your risk increases greatly when proper identification is not displayed. Follow your established-posted policy. The person requesting that you cash a check bears the burden of identifying him/herself satisfactorily. You are totally at your own risk if you take a check without positive identification, as we cannot prosecute the case without it.

EXAMINE CHECK AND IDENTIFICATION

Before accepting any check, be certain that:

1. The check is made out in front of you.
2. The name and current address or the writer is imprinted on the check. If it is not, treat the check as a counter check.
3. The account number and bank name is imprinted on the check. If it is not, ask the person to present a bank card.
4. The amount, which appears in writing, is the same as the amount that is written in numerals.
5. The check is signed and that signature is legible. If it is not, ask the customer to also print his/her name on the check below the signature.
6. The identification is checked and the information is carefully copied on the back of the check and if there is no telephone number imprinted on the check, be sure to write it on the back.
7. The signature on the check is compared with the signature on the identification.
8. The description of the person contained in the identification is compared with the person standing before you. If the person does not match the description, refuse to cash the check.

9. Be sure that the employee writes his/her identification onto the back of the check along with the current date and time.

Remember, don't be rushed! Check the check, the identification, and the check writer carefully. Question anything that appears questionable. Call the bank if you have any questions about the account. If you or your established check cashing policy is not satisfied, politely refuse to accept the check.

HIGH RISK CHECKS

Special care should be taken when cashing any of the following checks:

1. **Second Party Personal Check:** Demand good identification. Make sure that the name on the indorsement matches the name of the payee. If the check is accepted by you, it becomes a third party check and if it is not honored, the check passer (second party) cannot be prosecuted. (We recommend that you do not take second party checks at all.)
2. **Out Of State Or Out Of Area Check:** Ask for additional identification, and call the bank, if possible, to verify the account and those sufficient funds are on deposit. (For small businesses, we recommend that you do not accept out of state or out of county checks.)
3. **Checks Made Payable to A Juvenile:** Make sure an adult accompanies him/her and can produce adequate identification. This would be a second party check, cash at your own risk.
4. **Checks Numbered Less Than #300 (101-300):** These are "first order" checks obtained when an account is opened. The 300th check is no more secure or reliable than the 101st. Call the bank to verify and obtain good identification.

DO NOT HONOR

You should refuse to honor any check which:

1. Any check without proper identification and isn't made out in your presence.
2. Show any signs of changes. Ask that the writer write another check.
3. Is written in pencil.
4. Has the words "hold" or "To Hold" anywhere on it.
5. Is post-dated (dated ahead of today's date). Such a date converts the check from and order for payment to a loan and we cannot prosecute this for you if it turns out to be worthless.
6. Is dated more than 30 days ago.
7. Is a bank counter check (no name or account number imprinted on the check.)?

VI RETURNED CHECKS

The bank will return a check occasionally, even when good security methods are followed, unpaid. While this is a matter of concern, it is not always a result of intent by the check writer to defraud. The following are the four most common reasons that a check is returned to a business, unpaid by the bank that the check was written on:

Insufficient Funds: Checks returned for non-sufficient funds are returned because there is not enough money in the account to cover the amount the returned check is written for. If you receive a NSF check, fill out the worksheet and send the letter for demand of payment to the writer. If it is not paid within the five days after the writer receives your written notice/demand for payment, turn the matter over to the Town of Madison Police Department with all evidence for investigation.

Uncollected Funds: There are times when a check reaches the bank at the same time that another check is deposited in the writers account. Because the processing of the newly deposited check has not been completed, the check presented for payment is returned marked "Uncollected Funds." In most instances the customer has simply used his/her money too soon and has not given the bank enough time to process his/her deposit. Send the check back in for payment and notify the writer of the returned check. IF it comes back again, treat it as a NSF check.

Payment Stopped: A customer has the legal right to request that payment of any check be stopped. If he/she does so, the parties to the check must then resolve the problem that caused the customer to stop payment.

Account Closed: A bank will, under certain circumstances, close an account due to the unsatisfactory conduct of its customer. If it does so, it must give written notice of its action to the customer. When a check is returned to you for this reason, do not delay in contacting the customer or his/her bank. If the bank informed you that the account was closed within five (5) days prior to the check being written, treat it as a NSF check. Attempt to find out immediately whether you have a fraud on your hands.

VII ALTERNATIVES ON RECEIVING A WORTHLESS CHECK

Anyone who accepts a check will eventually attempt to cash it. If the check is returned unpaid, you must decide what to do. You can make personal efforts to seek payment; ask a private collection agency for help; seek prosecution by making a complaint to the Town of Madison Police Department; or simply write off the loss. You must decide what you will do. If a check is returned by the bank as a forgery, you should immediately fill out the worksheet and notify the Town of Madison Police Department.

VIII REQUIREMENTS PRIOR TO MAKING A COMPLAINT

Due to our other numerous responsibilities, the Town of Madison Police Department does not have much time to devote to the investigation of a worthless check case where no identification was obtained or where the check was returned and notice or demand for payment time has passed for more than fifteen (15) days prior to the complaint. Those cases require an inordinate amount of time to investigate. Consequently, if a victim

desires prosecution, he/she must meet certain requirements to qualify the case for investigation and must cooperate fully in any prosecution, which results from the investigation.

Non-Prosecutable Worthless Checks:

Any of the following will make the check a civil debt and ineligible for investigation or prosecution:

1. The check was accepted as payment for some past consideration (credit extended) except for a payroll check. In these cases the worthless check simply means that no payment was made.
2. The check was postdated. Here, the check represents a loan request, and if cashed, a loan. The writer was informing you that he may not have had sufficient funds.
3. The check is a second party check.
4. Accepting of partial payment on a worthless check.

Only civil action or private collection effort against check passer is possible under those circumstances.

Non-Sufficient Funds Check

If the check has been returned by the bank marked NSF (non-sufficient funds) or was returned as "Account Closed", you must make positive contact with the writer of the check, notify him/her that the check is worthless and demand that payment be made within five (5) days. If full payment is received, there is no cause for complaint. If you accept partial payment, the check is void and the matter becomes a civil debt. If restitution is not made with five (5) days, that is evidence that the check writer intended to defraud and that an offense has been committed. The complaint may now be reported to the police.

INVESTIGATIVE POLICIES

The Town of Madison Police Department requires proof that the complaining party has made positive contact with the writer of the worthless check before we will accept a NSF check case for investigation. Proof of positive contact requires that the victim provide either:

1. A copy of a letter sent to the check writer notifying him/her that the check is worthless and demanding payment within five (5) days, together with a U.S. Mail Certified Mail receipt signed by the check writer or his agent. (If letter is returned by Postal Service as "Undeliverable" or "No address", this will serve as sufficient notice.) or
2. An affidavit (sworn written statement) stating that the victim or someone acting in his/her behalf contacted the check writer in person or by telephone (identity

ascertained) and made a demand for payment. It is important that the date and time or the contact be recorded and supplied and to the Police Department.

Certified Mail

The Town of Madison Police Department encourages and recommends the use of certified mail to deliver notice to and demand payment from a NSF check writer. The use of the postal service, and independent third party, to deliver the notice eliminates the question of whether notice was actually given because a receipt, signed by the check writer is obtained. When certified mail is used, the victim should ask that the receipt show to whom, when and the address where the letter was delivered.

Form Letter of Notice

The Town of Madison Police Department has included a sample notice of demand for payment in this booklet. You will find this sample in the Appendage of this booklet. This letter sample will give you an idea as to what you are required to inform the worthless check writer to ensure proper notice and then be able to seek prosecution if the check is not paid.

Account Closed or No Account Checks

When a check is returned marked "Account Closed" or "No Account" you should fill out the worksheet and call the bank at which the account was maintained to learn the date that the account was closed. If the account was closed after the date of the check, the check is actually a NSF check and must be handled as such.

Notice of Account Closing

When an account was closed less than five (5) days before the date that the check was dated and passed, the Police Department will treat it as a NSF check and require proof of positive contact. This is to prevent the prosecution of a check writer who had not received notice that his/her account was closed. An exception may be made when it is shown that the check writer knew or should have known that the account was closed prior to issuing the check.

If account was closed more than five (5) days before the check was dated and passed, the check may be reported for investigation immediately since it is presumed that the writer knew that the account was closed at the time the check was written and passed. You must still fill out the worksheet prior to contacting the Police Department.

Amount of loss

The Town of Madison Police Department realizes that any worthless check obtained by a business could result in a loss of money for the business and is a violation of the law.

The Town of Madison Police Department has adopted the policy that any one check must be over \$100.00 in value for the Department to investigate.

IX SUBMITTING A CHECK FOR INVESTIGATION

Timeliness

The Town of Madison Police Department requires that a worthless check be submitted for prosecution with fifteen (15) days of the time that the five-day (5) notice grace period passed. The difficulty of identifying and locating a suspect increases and the chance of obtaining restitution decreases as time passes. Prosecution may be hampered if it appears that a check was held for some time after the bank returned it. Remember, you must take positive action as soon as possible so that we may assist you.

Information Sheet Required

The Town of Madison Police Department requires that a Worthless Check Complaint Information sheet is filled out and submitted together with the check and proof of notice when the complaint is made. A worksheet is included from the Town of Madison Police Department or you may make copies of the one included with this booklet.

Notice of Restitution Made

If restitution is received after the case has been submitted to the Town of Madison Police Department for investigation, you must inform the department immediately in writing. This is to assure that the check writer is given credit for making restitution in the event of prosecution.

APPENDAGE

SAMPLE 5 DAY NOTICE OF DEMAND

Date: _____ 1 _____

Dear _____ 2 _____

This letter is sent to comply with a requirement of Wisconsin State Statute, that notice be given to the writer of any worthless check. This notice is issued five (5) days after we received notice from the bank of the worthless check. This matter may be turned over to the Town of Madison Police Department for investigation and prosecution.

Your check # 3, issued on 4, to 5, in the amount of \$ 6, was returned unpaid by 7, marked 8. We demand that you pay the full amount or the check to us within five (5) days of the date of this letter.

For your information, the issuance of a worthless check violates section 943.24 of the Wisconsin State Statutes and section 9-1-1 of the Town of Madison Code of Ordinances. A violation of the State Statute is either a misdemeanor or a felony, depending upon the amount of the check or checks involved, and could result in the imposition of a fine up to \$10,000.00, or imprisonment up to two (2) years or both. The penalty for violation the Town of Madison Ordinance is a forfeiture of up to \$500.00.

Should you fail to make full payment to us with five (5) days, you may be in violation of both the State Statute and Town of Madison Ordinance. Consequently, this matter will then be reported to the Town of Madison Police Department for investigation and prosecution.

Sincerely yours,

INSTRUCTIONS

Complete the letter in duplicate or make a copy of it before mailing.

1. Date letter is sent.
2. Name of person who wrote the check (writer).
3. Check number of worthless check.
4. Date worthless check was written.
5. Payee (To whom the check was written.)
6. Amount of the worthless check was written on.
7. Bank the worthless check was written on.
8. Reason given by the bank for returning the check.
9. Send the letter by certified mail with a return receipt showing to whom, when and the address where the letter was delivered.

SAMPLE POLICY FOR CHECK CASHING

1. Checks can be written for amount of purchase only.
2. Writer's name, address, and WI drivers license number must be imprinted on the check.
3. Name of the bank the check is written on must be imprinted on the check.
4. Checks will not be accepted without photo identification.
5. No out of state or out of area checks.
6. No checks numbered under #300 accepted.
7. No counter checks.
8. No altered checks accepted.
9. No two party checks.
10. No checks made out to "cash".
11. No post-dated checks.
12. No checks with "hold" or "to hold" written on them.
13. Identification must be copied onto back of check.
14. Employee accepting the check must put own identification on back of check as well as date and time of check being accepted.
15. Check cashing card required to cash any check.
16. Employee will check "Bad check" card file, which will be kept at the register and updated.
17. This business will follow up on all checks returned as unpaid.
18. This business will turn all returned checks over to the police for investigation and prosecution.
19. This policy will be posted for public view and all employees will be required to follow it.

WORTHLESS CHECK COMPLAINT INFORMATION SHEET INSTRUCTIONS

As soon as you receive a check back from the bank marked NSF, Account Closed, Forgery, or any other reason for non-payment; fill out this worksheet and start immediate action. In the event of forgery, contact Town of Madison Police Department and fill out worksheet.

If the check is returned for NSF, Account Closed or any reason other than forgery; fill out worksheet and send five (5) day letter of notice/demand for payment to check writer. (Weekends and holidays excluded.)

If the check was returned for Account Closed, contact the bank the check was written on and get the following information;

When was the account closed? _____

Who closed the account? (Bank or writer) _____

If bank closed the account, did they notify account holder? Yes No

If “yes” when? _____ How? _____

If payment on the worthless check is not received with five (5) days of when the check writer received your demand for payment, turn the check, along with all supporting information, over to the Town of Madison Police Department. This must be done within fifteen (15) days of the expiration of the five (5) day demand for payment. (The Town of Madison Police Department may decline to investigate any worthless check turned over to us after the fifteen (15) day period has expired.)

If notification was made by Certified Mail and letter was returned as “No address” or “Undeliverable”, it will serve as an attempt and can be turned over to us for prosecution.

Do not save up checks to turn over to us. Fill out worksheet and turn the checks over as you receive them.

By submitting this form, the victim agrees to participate in the investigation and prosecution of the case.

The Town of Madison Police Department reserves the right to decline investigation of any worthless check case that is brought to us by a victim who, in the past, has withdrawn support of any prosecution after restitution was made.

WISCONSIN STATE STATUTE AND TOWN OF MADISON
ORDINANCE

943.24 Issuance of Worthless check

- (1) Whoever issues any check or other order for payment of not more than \$1,000 which, at the time of issuance, he or she intends shall not be paid is guilty of a Class A misdemeanor.
- (2) Whoever issues any single check or other order for payment of more than \$1,000 or whoever within a 15-day period issues more than one check or other order amounting in the aggregate to more than \$1,000 which, at the time of issuance, the person intends shall not be paid is guilty of a Class E felony.
- (3) Any of the following is prima facie evidence that the person at the time he or she issued the check or other order for the payment of money, intended it should not be paid:
 - (a) Proof that, at the time of issuance, the person did not have an account with the drawee; or
 - (b) Proof that, at the time of issuance, the person did not have sufficient funds or credit with the drawee and that the person failed within 5 days after receiving notice of nonpayment or dishonor to pay the check or other order; or
 - (c) Proof that, when presentment was made within a reasonable time, the person did not have sufficient funds or credit with the drawee and the person failed within 5 days after receiving notice of nonpayment or dishonor to pay the check or other order.
- (4) This section does not apply to a postdated check or to a check given for a past consideration, except a payroll check.
- (5)
 - (a) In addition to the other penalties provided for violation of this section, a judge may order a violator to pay restitution under s. 973.20.
 - (b) In actions concerning violations of ordinances in conformity with this section a judge, may order a violator to make restitution to that victim under s. 800.093
 - (c) If the court orders restitution under pars (a) and (b), any amount of restitution paid to the victim under one of those paragraphs reduces the amount the violator must pay in restitution to that victim under the other paragraph.

Town of Madison Police Dept.	Title: Handling of Suspicious Items, Packages & Mail		
Effective Date: January 1, 2005	Number: 604	No. Pages: 3	Special Instructions: Replaces 604 dated 06/20/03
Reference: USPS, Dane County Emergency Management & Town of Madison Fire Department Guidelines; 054 Bloodborne Pathogens		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Handling of Suspicious Items, Packages & Mail	

I. PURPOSE

The purpose of this policy is to establish guidelines for the handling of suspicious items, packages and mail.

II. POLICY

It is the policy of this department to insure the proper handling of suspicious materials and to follow established guidelines set forth by the United States Postal Service, Dane County Emergency Management, and the Town of Madison Fire Department.

III. DEFINITIONS

The following are suspicious letter and package indicators as described by Dane County Emergency Management and the United States Postal Service:

Letters

- Restrictive markings
- Postmark city is different from return city address
- Excessive postage
- Misspelled words
- Addressed to title only
- Rigid or bulky
- Badly typed or written
- Fictitious, unfamiliar, or no return address

Packages

- Fictitious, unfamiliar or no return address
- Strange odor
- Unusual weight given its size or lopsided
- Oily stains
- Wrong title with name
- Protruding wires

Sloshing sound, buzzing or ticking
Pressure or resistance when removing contents

IV. PROCEDURES

The following are recommended guidelines to be used when dealing with leaking mail/packages and suspicious mail/packages.

A. Interviews

1. Officers responding to situations related to suspicious letters/packages are to interview the reporting party to determine why the package is considered suspicious.

B. Precautions

1. Officers are to be conscious that the materials may involve explosive, radiological, biological and/or chemical threats.
2. When responding to these incidents, minimize the number of officers/personnel exposed to the item(s) as much as possible.
3. Officers should utilize universal precautions when handling these items.
4. Wash hands with soap and water after the removal of protective gloves.
5. Follow directions received from the HazMat Team if they become involved.

C. Leaking mail / packages

1. If the mail or package is open and if any substance is leaking from it, it is to be considered a HazMat situation. Notify dispatch of the situation. The City of Madison HazMat Team is trained and equipped to respond to these situations. The Town of Madison Fire Department may respond to provide information and guidance if they deem it necessary.
2. The HazMat Team will properly handle and package the substance. The substance will then be turned over to the officer on scene to be transported to:

State Hygiene Lab
465 Henry Hall
Phone 608-262-1293

UW-Madison Police Department (UWPD) is to be notified after hours for items to be turned over to the lab. UWPD will assist with the process for the proper transport and delivery to the lab and any notifications that need to be made to lab personnel. The role of UWPD will be to assist after hours and not to take possession of the material, packaging or delivery to the lab. The lab may be notified by an officer or through dispatch by telephone and briefed prior to arrival during regular business hours. The package is to be treated as evidence and is to be handled as evidence per guidelines established for evidence. Officers should utilize **universal precautions** when handling these materials.

D. Suspicious unopened mail/packages

1. Officers are to use the same information provided in sections A and B
2. If the mail/package is suspected to have explosive potential, the area is to be evacuated immediately and the Dane County Sheriff's Department Explosive Ordinance Disposal Unit is to be notified for further instruction.
3. If it has been determined that there is no explosive potential, the mail/package is to be triple bagged in our plastic bio-hazard bags and sealed . Oversized items may be triple bagged in large plastic garbage bags and sealed. These items are to be transported to the Hygiene Lab immediately utilizing evidentiary guidelines and utilizing appropriate protective equipment.
4. Officers are to request assistance from the TMPD Administration, Sheriff OIC, State Hygiene Lab and/or HazMat Team personnel if and when necessary for an evaluation conference.
5. Mail/packages that are to be held as evidence will be rendered harmless by the Hygiene Lab and released to the originating agency to be held as evidence.
6. Mail/packages that are deemed harmless and of no evidentiary value will be returned to the originating agency to return to the owner or be destroyed. The original owner of the mail/package, if known, is to be asked if they want the material returned or destroyed if it is found to be harmless and of no evidentiary value.
7. The Hygiene Lab will not accept an envelope or small parcel that is unopened, does not have material leaking from it and is not accompanied by an explicit or implicit threat. Items meeting all of these criteria may be returned to the owner or thrown away if the owner does not want it or the owner is not known.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Defense Reutilization and Marketing Service (DRMS) Equipment and Property Disposal Property		
Effective Date: January 1, 2005	Number: 605	No. Pages: 2	Special Instructions:
Reference:		Distribution: All Personnel	
Reevaluation Date: December 1, 2005		Index as: Defense Reutilization and Marketing Service Equipment and DRMS	

I. Purpose

The purpose of this policy is to comply with State of Wisconsin, Office of Justice Assistance and Wisconsin Technical College System Foundation rules regarding disposal of equipment and property received through the Department of Defense Excess Equipment Acquisition Program.

II. Policy

The Town of Madison Police Department may acquire equipment through the 1033 Program that will benefit the Department. This property will be utilized and disposed in accordance with Wisconsin College System Foundation and Department of Defense Excess Equipment Program.

III. Definitions

DRMS: Defense Reutilization and Marketing Service

DRMO: Defense Reutilization and Marketing Office

IV. Procedures

A. Receipt of Equipment from DRMO

1. All equipment will be inventoried by the Chief of Police or designee upon receipt of property from the respective DRMO.
 - i. The inventory will consist of:
 1. Acquisition date
 2. Current location of equipment/property
2. Property obtained from a DRMO will be placed into use within one year of receipt and utilized for a minimum of one year, unless the condition of the property renders it unusable.

B. Disposal of Equipment/Property from DRMO

1. All equipment/property that was inventoried for use by the Town of Madison Police Department will be disposed of in the following manner:

- i. The Chief of Police or designee will dispose of or destroy the equipment/property received from the respective DRMO by:
 1. Discarding in trash; any unusable equipment/supplies no longer serviceable and not demilitarized required.
 2. Auction/Bid process; items no longer to be used, but having value.
 3. Returning all demilitarized required property to the respective DRMO.
 4. Document method of disposal/where property went.
2. At the time of disposal/destruction, the Chief of Police or designee will ensure item is properly documented on the inventory as to the date, location and individual responsible for disposal/destruction.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Department

Policy and Procedures

FAMILY AND JUVENILE PROCEDURES **700 – 799**

[700 Juveniles](#)

[701 Safe Place for Newborns](#)

Town of Madison Police Dept.	Title: Juveniles		
Effective Date: January 1, 2005	Number: 700	No. Pages: 4	Special Instructions: Replaces 700 dated 06/20/03
Reference: Chapter 948		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Juveniles	

I. Purpose

It is the purpose of this policy to provide officers guidelines on dealing with juvenile issues.

II. Policy

It is the policy of this department to conform with the intent of Chapter 948 (Children's Code) of the Wisconsin Statutes. While it is the policy that the best interest of the child shall always be of paramount consideration, the actions of the child as it relates to the laws and the interests and protection of society in general must also be considered.

III. Definitions

IV. Procedures

A. Juvenile Apprehensions

The Wisconsin Children's Code (Chapter 48) provides that a child shall not be taken into immediate custody unless one or more of the following situations exist:

1. A warrant;
2. A capias issued by a judge of the court assigned to exercise jurisdiction under this chapter in accordance with §48.28;
3. An order of the judge if made upon a showing satisfactory to the judge that the welfare of the child demands that the child be immediately removed from his or her present custody. The order shall specify that the child be held in custody under §48.027; or
4. Circumstances in which an officer reasonably believes that:
 - a. A capias or a warrant for the child's apprehension has been issued in this state, or that the child is a fugitive of justice;

- b. A capias or a warrant for the child's apprehension has been issued in another state;
- c. The child is committing or has committed an act which is a violation of a state or federal criminal law;
- d. The child has runaway from his or her parents, guardian or legal or physical custodian;
- e. The child is suffering from illness or injury or is in immediate danger from his or her surroundings and removal from these surroundings is necessary;
- f. The child has violated the terms of court-ordered supervision;
- g. The child has violated the conditions of an order under §48.21(4) or the conditions of an order for temporary physical custody by an intake worker; or
- h. The child has violated a civil law or a local ordinance punishable by a forfeiture, provided that in any such case the child shall be released as soon as reasonably possible under §48.20(2).

B. Search of Juveniles

Pat down/frisk for weapons may be done the same as adults. When it is necessary to take a juvenile into custody, the juvenile must be thoroughly searched. Evidence seized in a search is admissible under the same rules as in a custody search of an adult. All garments, handbags, packages, etc. must also be searched and their contents inventoried. Handcuffs may be used in like manner, as adults.

C. Advisement of Rights

All interrogations, interviews and questioning of juveniles will be conducted with full regard for principles of fundamental fairness and be so structured as to insure the maximum protection of the juvenile's constitutional rights. Officers should exercise good judgment in accepting a waiver from a juvenile. The child's physical condition, age, intelligence, educational level, prior experience with the juvenile justice system and his ability to comprehend the meaning and effect of his/her statements should be carefully evaluated in each case.

D. Notification of Parent or Guardian

It shall be the responsibility of the officer taking the child into custody to notify that child's parents or legal guardian as soon as possible. Such notification or unsuccessful attempts at notification shall be properly documented in the arrest report. Include notations of the time and manner of notification. The arresting officer shall be diligent to insure the notification is ultimately made, by himself or another officer of the department to a parent or guardian even if the child is

released to another adult. When a child is transferred to the Juvenile Reception Center and notification has not yet been made, the apprehending officer should advise Reception Center employees of that fact.

E. Release

It shall be the policy of this department to release the child to a parent, guardian or other responsible adult if this is at all practical. Juvenile behavior involving nuisance or mischievous acts, minor criminal conduct or status offenses, should result in taking a child into immediate custody only if it is necessary to remove a child from the situation that could cause harm to the child by his/her own acts or the acts of others, or if the child's behavior poses a threat to the safety and welfare of other persons or their property and a lesser alternative is not available.

F. Custody (secure and non-secure)

If it is not in the best interest of the public or the child to immediately release the child, custody should be requested from the Juvenile Reception Center if one or more of the following conditions are met:

1. Probable cause exists to believe that if the child is not held, he or she will commit injury to the person or property of others or cause injury to himself or herself or be subject to injury by others;
2. Probable cause exists to believe that the parent, guardian or legal custodian of the child or other responsible adult is unavailable, unwilling, or unable to provide adequate supervision and care; or
3. Probable cause exists to believe that the child will run away or be taken away so as to be unavailable for proceedings of the court or its officers;

Secure custody in the Dane County Detention Center should be requested if the following conditions exist:

1. Probable cause exists to believe that the child has committed a delinquent act and either presents a substantial risk of physical harm to another person or a substantial risk of running away as evidenced by a previous act or attempt so as to be unavailable for a court or revocation hearing.
2. Probable cause exists to believe that the child is a fugitive from another state or has run away from a secured correctional facility and there has been no reasonable opportunity to return the child
3. The child consents in writing to being held in order to protect him or her from imminent physical harm from another and such secured custody is ordered by the judge in a protective order.

4. Probable cause exists to believe that the child, having been placed in non-secured custody by an intake worker under s.48.207 or by the judge or juvenile court commissioner under s.48.21(4), has run away or committed a delinquent act and no other suitable alternative exists.
5. Probable cause exists to believe that the child has been adjudged or alleged to be delinquent and has run away from another county and would run away from non-secured custody pending his or her return. A child may be held in secured custody under this section for no more than 24 hours unless an extension of 24 hours is ordered by the judge for good cause shown. Only one extension may be ordered by the judge.

If conditions for custody exist, but not in secured custody, non-secured custody in the child's home, a shelter facility, home of a relative, or other suitable place should be requested. Suggestions for rules of supervision should be given to Reception Center counselors for their consideration.

G. Prohibition against the use of juveniles as informants

This department will not use people with or without remuneration (or tangible reward) under the age of 18 to serve under cover for the purpose of collecting evidence of criminal or delinquent conduct or to serve in other ways as informants. This does not restrict or prohibit departmental personnel from accepting and utilizing intelligence-type information voluntarily offered by juveniles or obtained from them during the course of investigations. Departmental personnel may actively solicit information and assistance from juveniles in the solving of crimes. Juveniles will not, however, be placed in situations by departmental personnel that jeopardize their physical or mental health or personal safety. An exception to this policy may be granted by written approval of the Police Chief.

H. Municipal Court

Officers may issue citations to 12-16 year old juveniles which charge them with violating municipal ordinances (or refer the case to the juvenile court through the regular juvenile court petition procedures).

The law requires that when a citation (municipal or traffic) is issued to a juvenile, the juvenile's parents must be notified of the citation within seven (7) days. This notification will be done by the Municipal Court Clerk.

Juveniles are not to be incarcerated for a Town Ordinance violation unless previously mentioned circumstances exist.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Safe Place for Newborns		
Effective Date: January 1, 2005	Number: 701	No. Pages: 3	Special Instructions: Replaces 701 dated 06/20/03
Reference: § 48.195 , § 48.981		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Safe Place for Newborns	

I. PURPOSE

The purpose of this policy is to provide police officers with guidelines to follow when taking into custody a child whom a law enforcement officer believes to be 72 hours old or younger and the parent of the child relinquishes custody of the child and does not express an intent to return for the child.

II. POLICY

It is the policy of this Department to support the “Safe Place for Newborns” program in Dane County.

III. DEFINITIONS

Safe Place for Newborns: A program that encourages parents of unwanted newborns and infants to leave their unharmed newborn child 72 hours old or younger to the care of a law enforcement officer, emergency medical technician, or hospital staff member and does not express intent to return for the child.

IV. PROCEDURES

A. Taking a child into custody

1. Parents of unwanted newborns and infants may leave their unharmed newborn child 72 hours old or younger to the care of a law enforcement officer, emergency medical technician, or hospital staff member and not express intent to return for the child. If this occurs the officer shall:
 - a. Inform the relinquishing parent of the telephone number for the maternal and child health organization, 1-800-722-2295. The decision to accept this phone number is entirely voluntary on the part of the parent.
 - b. The officer shall attempt to obtain information about the child’s date of birth, medical history or health concerns. The officer shall advise

the parent which hospital the child will be taken to in case the parent wants to provide health information to hospital personnel. Any information obtained from the parents shall be confidential and released only to medical staff and Human Services.

- c. Call Town of Madison EMS to care for the child and transport the child to a Madison Hospital.
- d. The initial officer will contact the on-call Dane County Human Services worker.
- e. The initial officer will respond to the hospital along with EMS personnel to inform hospital personnel of the circumstances of the child being relinquished.

B. Anonymity and Confidentiality

1. A parent who relinquishes custody of a child and any person who assists the parent have the right to remain anonymous.
2. An officer will not induce or coerce a parent or person assisting a parent who wishes to remain anonymous into revealing his or her identify.
3. If the officer has reasonable cause to suspect that the child has been the victim of abuse or neglect, as defined in §48.981(1)(d), or that the person assisting the parent is coercing the parent into relinquishing the child the officer shall conduct a complete investigation.
4. The officer shall not follow or pursue the parent or person assisting the parent, in an attempt to identify the parent or person assisting the parent unless the officer has reasonable cause to suspect that the child has been the victim of abuse or neglect, as defined in §48.981(1)(d).

C. Immunity from liability

1. Any parent who relinquishes custody of his or her child under §48.195 and any person who assists the parent in that relinquishment are immune from any civil or criminal liability for any good faith act or omission in connection with that relinquishment. The immunity granted under this state statute includes immunity for exercising the right to remain anonymous, the right to leave at any time, and the right not to accept any information (telephone number in section IV(A)(1)(a), and immunity from prosecution under §948.20 for abandonment of a child or §984.21 for neglecting a child.
2. The officer who takes a child into custody under §48.195(1) is immune for any civil liability to the child's parents, or criminal liability for any good faith act or omission occurring solely in connection with the act of receiving custody of the child from the child's parents, but is not immune from any civil or criminal liability for any act or omission occurring in subsequently providing care for the child.

D. 24 Hour Crisis Hotline.

The Safe Place for Newborns of Wisconsin, Inc runs a 24 hour crisis hotline to inform parents who are considering abandoning their child about leaving the child with a hospital employee at any hospital in Dane County without fear of prosecution. The crisis hotline may be contacted at: 1-877-440-2229. The Dane County coordinator can be contacted at 225-5544.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Department

Policy and Procedures

TIME SYSTEM PROCEDURES

800 – 849

[800 TIME System Security](#)

[801 TIME System Training](#)

[802 Criminal History Records Information \(CHRI\)
Secondary Dissemination Log](#)

[803 TIME System Data Entries](#)

[804 TIME System Record Validation](#)

[805 TIME System "HITS"](#)

Town of Madison Police Dept.	Title: TIME System Security		
Effective Date: January 1, 2005	Number: 800	No. Pages: 3	Special Instructions: Replaces 800 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: TIME System Security	

I. PURPOSE

- A. The rapid and efficient exchange of information between law enforcement agencies has been recognized as one of the major elements of crime control and apprehension. Providing a central system for the collection and dissemination of information of mutual concern to law enforcement agencies represents a forward approach to solving a common problem. The TIME (Transaction Information for Management of Enforcement) System was implemented to address this problem.
- B. In addition to rapid and efficient exchange of information, it is also essential that the information exchanged be accurate and complete. The TIME system is only the central repository for the information submitted by its contributors who are responsible for the information entered, updated, and canceled.
- C. Subscribing agencies must also remember that data obtained from the TIME system may not be the property of the inquiring agency to release or disseminate to non-law enforcement agencies or personnel. Strict controls must be in place to ensure that improper or even unlawful release of information does not occur.
- D. While a TIME System "hit" is not probable cause to arrest, it is one fact which must be added to other facts by the officer in arriving at sufficient legal grounds for probable cause to arrest.
- E. It is essential; therefore, that all TIME System data entries be complete and up-to-date, and that strict control be maintained on data file entries, system access, information dissemination and operator training.

II. POLICY

It shall be the policy of the Town of Madison Police Department that access to TIME system terminals and data are available only to authorized personnel and for authorized purposes.

III. DEFINITIONS

IV. PROCEDURES

A. Background Screening

Thorough background screening by the employing agency of personnel is required. State and national criminal history record checks by fingerprint identification must be conducted for terminal operators and other persons employed or utilized to effectuate access to or initiate transmission of NCIC information. CIB and NCIC Wanted Person File checks shall be completed on all current and future employees of the Town of Madison who have access to the TIME System.

1. The Town of Madison TERMINAL AGENCY COORDINATOR (TAC) shall complete and submit a CIB and FBI (blue) applicant fingerprint card to the Crime Information Bureau. The purpose J-NCIC Security Policy will be used in the "Applicant For" and "Reason Fingerprinted" block of the fingerprint cards.
 - a. The Town of Madison TAC is Police Clerk Caroline Essert
2. If a criminal record or wanted person record is found, Town of Madison shall delay or suspend NCIC access to the applicant until the matter is reviewed.
 - a. When identification of the applicant or employee has been established by fingerprint comparison and he/she appears to be a wanted person or to have an arrest history for a felony or serious misdemeanor, the matter will be referred to the TAC for review and determination.
 - b. The TAC may forward questionable situations to the Director of the Crime Information Bureau for review.
 - c. If a determination is made that NCIC access by the applicant would not be in the public interest, such access will be denied.

B. System Security

1. The TIME System terminal must be placed in a location that is not available to the general public. Therefore, unauthorized personnel should not be allowed in areas where terminals are easily viewed, or access to data from either the terminal display or printer is available.
 - a. Individual officers are responsible to insure that unauthorized access to TIME System components and/or data is not accessible to non-agency personnel.

b. System violations are subject to disciplinary action.

C. Management Control Agreements

1. Pursuant to maintaining a cooperative relationship with other agencies, the Town of Madison Police Department will maintain Management Control Agreements with other agencies to provide access to TIME System functions through existing personnel.
2. The purpose of such agreements is to comply with NCIC/CIB regulations concerning the sharing of information obtained from the TIME system.
3. Copies of such agreements will be maintained on file with the Department.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: TIME System Training		
Effective Date: January 1, 2005	Number: 801	No. Pages: 1	Special Instructions: Replaces 801 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: TIME System Training	

I. PURPOSE

The purpose of this policy is to insure compliance with NCIC policy and regulations concerning training requirements.

II. POLICY

It is the policy of the Town of Madison Police Department to comply with NCIC policy and regulation guidelines concerning training in the operation of TIME System terminals.

III. DEFINITIONS

III. PROCEDURES

- A. All persons who access NCIC must be certified, including all field and office personnel.
- B. Certified TIME System training courses, including re-certification courses, shall be scheduled by the TERMINAL AGENCY COORDINATOR (TAC) at the convenience of the department and, if possible, the employee.
- C. All TIME System operators shall review the *TIME System Newsletter* published by the State of Wisconsin Crime Information Bureau to maintain current knowledge about system refinements and modifications.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: Criminal History Records Information (CHRI)		
Effective Date: January 1, 2005	Number: 802	No. Pages: 4	Special Instructions: Replaces 802 dated 06/20/03
Reference: Secondary Dissemination Log		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: Criminal History Records Information, CHR	

I. PURPOSE

CHRI means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information or other formal criminal charges and any disposition arising there from, sentencing, correctional supervision and release (Department of Justice, Rules and Regulations on Criminal Justice Information Systems, 41 CFR 11714, March 19, 1976).

II. POLICY

It is the policy of the Town of Madison Police Department that CHRI will be afforded strict privacy considerations. CHRI inquiries and any information obtained from said inquiries shall be used in accordance with established NCIC regulations and policy.

III. PROCEDURES

A. Performing official criminal justice CHRI inquiries

1. Use purpose codes "C" for criminal justice purposes or "J" for criminal justice employment purposes.
 - a. Use either code to run Interstate Identification Index (III), Crime Information Bureau (CIB) or other state inquiries.
 - b. Non-criminal justice checks may be run if a statute or ordinance requires a law enforcement agency to perform a background check for licensing, regulatory or employment purposes.
2. All CHRI requests initiated by this department shall contain, at a minimum, the following data:
 - a. Physical descriptors of the subject; and
 - b. Correct purpose code; and
 - c. ATTENTION LINE with the **four-digit radio call sign** of the Requesting Officer, and either the Town of Madison Case Number

or the reason for the inquiry if purpose code is “C” (i.e. traffic stop, forgery, field contact, etc.); and

d. Operator’s name, initials or number.

B. Town of Madison Police Department case files:

1. CHRI shall be shredded unless forwarded to the District Attorney’s office.
2. CHRI may be retained with the case file ONLY during the period of time the case is being investigated, during which the file is a closed record.
 - a. Once the case has been closed, the CHRI record shall be destroyed;
or
 - b. Forwarded to another agency, such as the District Attorney’s office.
3. CHRI records shall not be retained in case files because:
 - a. They may not be up to date or accurate when the request for information is made
4. CHRI records released by CIB to law enforcement agencies via the TIME System become local agency records and are subject to release under the Open Records law.
5. CHRI records obtained through III are exempt from disclosure under the Open Records law based on the Privacy Act of 1974.
 - a. The Privacy Act of 1974 also provides criminal penalty for “*any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses.*”
 - b. Examples of “*false pretenses*” include:
 - (1) Any employee entitled to criminal history information who obtains such information from the FBI with the intention of using it for an unauthorized purpose; or
 - (2) An individual who knows that he/she has no right to such information and who, under false pretenses, receives the information from the above described employee; or

- (3) Any person who knowingly receives, under false pretenses, criminal history record information via an unauthorized request directed to the FBI.

C. Performing official criminal justice CHRI inquiries for other agencies:

1. TIME System operators shall enter the AGENCY name and the OFFICER'S name or radio call number on the ATTENTION LINE when performing CHRI inquiries for other agencies. When performing CHRI inquiries for Municipal Court citations, on the ATTENTION LINE enter "Judge Olds", this will satisfy all requirements for the secondary dissemination log.
2. On occasion, it is necessary for operators to route a previously run CHRI inquiry to another agency (i.e. several days later). Since the inquiry is already performed, the officer cannot enter the AGENCY and OFFICER'S name on the ATTENTION LINE as described above. In this case, the operator must utilize the SECONDARY DISSEMINATION LOG, which is located in the TIME System binder near the squad room TIME terminal.
 - a. Operators who are required to document the dissemination of a CHRI inquiry shall complete the log entry in its entirety [i.e. Date, Name, DOB/SID, Sex/Race, Operator (person performing inquiry), Purpose Code (C or J), and Disseminate To (include Agency and Officer's Name or Radio Call Sign)]

D. Open Records Considerations

1. Wisconsin adult CHRI is open to public inspection for non-criminal justice purposes.
 - a. §165.82 Wis. Stat. requires that a fee be paid for each name check.
 - (1) Purpose Code "E" (employment) - Payment is required by governmental or nonprofit organizations and other organizations.
 - (2) Copies of single and multiple record check request forms are available for use by other police agencies, nonprofit organizations and the public.
 - (3) **The TIME System shall not be used for these requests.**
 - (4) The requestor must submit the name(s) to the CIB in writing with the appropriate fee.

- b. Individuals wishing a copy of their record from CIB may do so by contracting CIB in writing.
 - c. Individuals wishing a copy of their record from FBI files may do so by contacting the FBI in writing, along with a set of rolled fingerprint impressions and prepayment of the required fee.
 - (1) The address and telephone number of the CIB is:
 - (a) Wisconsin Department of Justice
Crime Information Bureau
P.O. Box 2688
Madison, WI 53701-2688
608-266-7314
 - (2) The internet website for on-line record checks is:
 - (a) <http://wi-recordcheck.org/homeindex.html>
2. The Wisconsin Open Records Law provides for public access to CHRI records maintained by CIB, unless the record is specifically exempted by law.
- a. Juvenile release of records is specifically exempted.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: TIME System Data Entries		
Effective Date: January 1, 2005	Number: 803	No. Pages: 4	Special Instructions: Replaces 803 dated 6/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: TIME System Data Entries	

I. PURPOSE

The purpose of this policy is to provide guidance to TIME System users in making data entries. Entry of data in the TIME System can only be accomplished if the agency has proper documentation.

II. POLICY

III. DEFINITIONS

II. PROCEDURES

A. General Requirements

1. ALL data entries into the TIME System shall be accomplished through the use of CIB Worksheets.
 - a. Each worksheet shall be completed in its entirety by the person performing the entry.
 - b. In the WORKSHEET COMPLETED BY box located in the upper right-hand corner of each worksheet, the person performing the entry shall indicate which function was performed (i.e. enter, modify, cancel, or other) by placing their initial and the date in the appropriate blank.
 - c. Each Worksheet shall be checked for accuracy by another person trained on TIME System operations, and shall place their initial to the right of the entering person's initials.
 - d. This second party double-checking is necessary to insure accuracy of entered information.
 - e. The Town of Madison Police Department is NOT a 24-hour TIME System agency. Therefore, all entries shall refer after hours

inquiries to the Dane County Sheriff's Office by **placing ALT/WI0130000** in REMARKS section of entry.

2. Data entry shall be made immediately upon receipt of required documentation and minimum data required for entry.
 - a. Although data entries may be made with minimum data, it is the policy of this department to enter as much information as is available.
 - b. Additional data made available at a later date shall be added to the original entry through modification or supplemental entry.
3. Data Requirements:
 - a. Inquiries shall be made through both the TIME System and the department's in-house computer system to obtain all available data prior to entry
 - b. New information obtained via the TIME System shall be retained in the file/entry form to show where the identifiers were obtained.
 - c. INFORMATION THAT CANNOT BE VERIFIED SHALL NOT BE INCLUDED IN THE DATA ENTRY.
 - d. It is the policy of this department to not enter vehicles on warrant entries unless it is known that the wanted person is the ONLY person to operate the vehicle listed.
 - e. Printouts of data entries or updates shall be retained with the file/entry form for future reference.
 - f. All file/entry forms shall be kept in the CIB/NCIC drawer(s) located in Records.
 - (1) CIB/NCIC files shall NOT include police incident reports or their attachments.
 - (2) CIB/NCIC files shall include descriptive information used to identify the subject of the entry (person, article, etc.)
 - (3) CIB/NCIC files shall NOT include CHRI information.
 - g. Case files shall be available 24-hours per day.
4. Data Entry Quality Control

- a. In an effort to ensure data files are error free, the data file entries will be checked by another person certified on TIME System operation.

B. WANTED PERSON file:

1. Must possess a court issued warrant.
2. Extradition/Geographical Pickup Restrictions
 - a. Town of Madison Municipal Warrants are typically restricted to Dane and adjacent counties.
3. All criminal warrants for Town of Madison Police Department to be handled by Dane County Sheriff's Office.

C. MISSING PERSON file:

1. Must possess signed documentation from a source outside the department supporting the conditions under which the person is declared missing.
 - a. Written statement from parent/legal guardian confirming that the person is missing and verifying all possible physical and numeric identifier; or
 - b. Written statement from a physician of other authoritative source corroborating the missing person's physical/mental disability;
 - c. Written statement from parent, legal guardian, family member or other authoritative source advising that the missing person's disappearance was not voluntary or that the person is in the company of another person under circumstances indicating that the missing person's physical safety is in danger.
 - d. A signed statement must be included with the report documentation.
2. The National Child Search Assistance Action of 1990 (Public Law 100-647) requires that agencies verify and update original NCIC missing juvenile entries with any additional information, including medical and dental records, blood type, fingerprint characteristics, jewelry type/description, scars, marks, tattoos or other characteristics within 30 - 60 days of entry.

- a. NCIC will automatically review missing and unidentified person entries to determine if information is present in the BLOOD TYPE, DENTAL CHARACTERISTICS, FINGERPRINT CLASSIFICATION, JEWELRY TYPE, SCARS, MARKS, TATTOOS or OTHER CHARACTERISTICS fields.
- b. If one or more of the above fields is missing data, an on-line \$.K Message will be sent to the entering agency between 0630 and 0730 hours CST.
 - (1) The \$.K message should serve as a reminder to make contact with the source of a Missing or Unidentified entry to determine what additional information can be added to the entry. If the entry is modified or supplemented in any way, the entry will again be searched against other missing or unidentified entries.

D. PROPERTY files:

- 1. Must have the portion of an investigative report that states that the property (vehicle, part, article, boat, gun or security) was taken without consent of the owner or custodian of the property (not the entire report).
- 2. RECOVERED GUNS:
 - a. ALL guns recovered that have not been reported as stolen shall be entered into the RECOVERED GUN file.
- 3. STOLEN/MISSING REGISTRATION PLATES:
 - a. Can ONLY be entered into the TIME System when the second plate is removed (if only one plate is taken) from the vehicle and corrective registration takes place.
 - (1) If the complainant does not wish to apply for corrective registration, then NO entry will be made.
 - (2) The disposition of the remaining plate shall be documented in the case file.
 - (3) The entering officer is responsible for notifying the victim of the corrective registration procedure.

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: TIME System Record Validation		
Effective Date: January 1, 2005	Number: 804	No. Pages: 4	Special Instructions: Replaces 804 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: TIME System Validation	

I. PURPOSE

To provide guidance to employees on proper validation procedures and techniques to assure that all record entries in the CIB and NCIC files are accurate and up to date.

II POLICY

III. DEFINITIONS

II. PROCEDURES

A. No records entered by this department in the CIB or NCIC files will be retained in the TIME System without verification from the person or official/office responsible for the initial report, or from someone who has assumed responsibility for the record/property, unless there is some investigative value in maintaining the entry.

B. VALIDATION TYPES AND RESPONSIBLE PERSONS/OFFICES:

VALIDATION TYPE	RESPONSIBLE PERSON/OFFICE
Warrant/Wanted	Clerk of Court/District Attorney
Missing	Parent or Reporting Person
Unidentified	Agency hold Person/Body
Guns-Recovered	Recovering Agency
Guns-Stolen	Victim (or Insurance Company)
Boats	Victim (or Insurance Company)
Securities	Victim (or Insurance Company)
Vehicles (includes plates/parts)	Victim (or Insurance Company)
Articles	**Not Subject to Validation** (but may be re -entered)

Verification of Missing Persons, Unidentified Persons and Property should be done by Police Department Record Clerks.

- C. Verification of Warrants should be done by the Municipal Clerk of Court.
- D. Any CIB or NCIC entry which cannot or has not been verified by the victim, insurance company, office or official through direct contact will immediately be canceled from the system. The entry may be re-entered at a later date if verification is received after cancellation, unless investigative value requires the entry to remain in the TIME System.
- E. Registration plates will only be validated if a registration check shows "Plate Cancel". If the check shows current registration, the entry shall be canceled and the complainant shall be contacted to determine why corrective registration has not taken place. The disposition shall be documented on the case file.
- F. Validations will only be done by certified validation personnel. All entries appearing on the monthly validation shall be checked for accuracy and completeness. Stale information should be removed and updated information added. Queries should be run to see if additional information can be obtained. All changes must be documented in the file/entry form.
- G. **VALIDATION PERSONNEL:**
 - 1. It is the duty of validation personnel to insure the accuracy of entries into the CIB and NCIC files. This also includes entry of all data available, whether entered immediately with the record or entered later as a modification or supplement.
 - 2. It is also the duty of validation personnel to maintain the CIB/NCIC files and to insure that the proper information is retained.
 - a. All CIB/NCIC files shall be kept in the CIB/NCIC drawer(s) located in Records.
 - (1) CIB/NCIC files shall NOT include police incident reports or their attachments.
 - (2) CIB/NCIC files shall include descriptive information used to identify the subject of the entry (person, article, etc.)
 - (3) CIB/NCIC files shall NOT include CHRI information.
 - 3. All validation personnel are responsible to see that validation is accomplished and the certifying letter signed by the TAC shall be returned to the CIB within the time period specified.
 - 4. All quality control and \$. messages shall be reviewed by the TAC or his/her designee in a timely fashion. Any changes made to the record will be placed in the file/entry form.

H. CANCELED ENTRIES:

1. Cancellation of the TIME System entry should occur when one of the following happens:
 - a. A LOCATE (\$L) message is received for the entry; or
 - b. An EMANCIPATED JUVENILE WARRANT (\$J) message is received for the entry; or
 - (1) Check with the District Attorney to see if he/she wishes to re-enter as an adult after obtaining a new warrant
 - c. A purged record (\$P) notice is received from NCIC; or
 - (1) Any corresponding CIB record is then canceled by CIB, requiring no action by this department.
 - (2) This record may be re-entered if the property is still verifiable as stolen and is still under active investigation.
 - d. The department is notified that the property has been recovered; or
 - (1) The property does not have to be in the department's possession before the entry is canceled.
 - e. If the department is notified that a wanted/missing person has been apprehended or located, or a warrant has been otherwise satisfied, the officer or clerk shall:
 - (1) Not cancel the warrant/wanted until the person is physically in the custody of the Town of Madison; and
 - (2) Append a DETAINER to the original TIME System CIB/NCIC record.

I. PURGED RECORDS:

1. Purged records will normally not be re-entered unless there is some investigative value to re-entering the item to extend the retention period.
2. RETENTION PERIODS:

ENTRY TYPE:	RETENTION PERIOD:
WARRANT	Indefinite
Temporary Felony	48 hours
Juvenile	Indefinite
MISSING Juvenile	Date of Emancipation
All Other Missing	Indefinite
UNIDENTIFIED PERSON	Indefinite
VEHICLE	
By Plate Number	90 days
By VIN	4 years plus year of entry
Temporary Felony	90 days
License Plate	1 year after expiration year
Parts	4 years plus year of entry
ARTICLES	1 year plus year of entry
GUNS	
Stolen	Indefinite

BY ORDER OF: _____

Scott T. Gregory
Chief of Police

Town of Madison Police Dept.	Title: TIME System "HITS"		
Effective Date: January 1, 2005	Number: 805	No. Pages: 2	Special Instructions: Replaces 805 dated 06/20/03
Reference:		Distribution: All Personnel	
Reevaluation Date: January 1, 2006		Index as: TIME System "HITS"	

I. PURPOSE

To provide guidance to TIME System users regarding Hit Confirmation Requests.

II. POLICY

III. DEFINITIONS

II. PROCEDURES

A. If a "HIT" is received on a TIME System query, the Hit Confirmation procedure shall be completed as follows:

1. Check the computer hit against the original query; and
2. Check with the officer at the scene for additional information to clarify the hit (if necessary); and
3. Check with the "ORI" (entering agency) to verify the entry; and
 - a. The "10-minute rule" of response does not mean that the "ORI" needs to confirm the "HIT" within 10-minutes, but that they only need acknowledge your message and let you know approximately how much time it will take to verify the "HIT".
4. Obtain the hard copy from the "ORI" on the validity/disposition of the case/hit; and
5. Query all identifiable data not queried the first time (i.e. SSN, OAN, etc.)
6. "HIT" confirmation can only be done using the "HIT CONFIRMATION" screens on the TIME terminal.
 - a. "HIT CONFIRMATION" shall not be done using ADMINISTRATIVE MESSAGE formats.

B. HIT CONFIRMATION RESPONSES:

1. When a request for hit confirmation is received, it is REQUIRED that an agency shall respond within 10-minutes (see II.A.3.a. above).
2. HIT CONFIRMATION RESPONSE procedure:
 - a. The officer/clerk receiving the "HIT" should retrieve the case file involved from department records and check the case to insure the entry is valid.
 - b. The officer/clerk should advise the requesting agency of the validity of the "HIT" and request information of that agency as to what they will be doing with the person and/or property.
 - (1) This disposition shall be documented on the case file by the officer/clerk.
 - (2) Once the "HIT" has been confirmed and the requesting agency advises they have the person/property in custody, the original entry should be canceled by the officer/clerk.
 - (3) If the "HIT" involves a person and the requesting agency will also be holding the person on their charges, the entry will NOT be canceled. Instead, the officer/clerk shall:
 - (a) Not cancel the warrant/wanted until the person is physically in the custody of the Town of Madison; and
 - (b) Append a DETAINER to the original TIME System CIB/NCIC record.

BY ORDER OF: _____
Scott T. Gregory
Chief of Police

Town of Madison Police Department

Policy and Procedures

TRAINING BULLETINS 850 - 899

850 Reserved
851 Reserved

Town of Madison Police Department

Policy and Procedures

JOB DESCRIPTIONS **900 - 950**

900 Organizational Chart

[901 Chief of Police](#)

902 Lieutenant of Police

[903 Police Sergeant](#)

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TOWN OF MADISON
2120 Fish Hatchery Road
Madison, WI 53713

POSITION DESCRIPTION: Police Chief

POSITION CLASSIFICATION: Regular Full-Time

UNION REPRESENTATION: None

IMMEDIATE SUPERVISOR: Town Board

NATURE:

The job duties of this position include, but are not limited to the following. Under administrative direction to plan, organize, administer programs, manage the operations and supervise the activities of the police department and to perform related work as required.

WORK PERFORMED:

A. Administration of Department Programs and Operations

1. Plan, organize, implement, administer and evaluate all police department programs.
2. Manage the operations and facilities and supervise the activities of the department.
3. Conduct staff meetings to develop and implement administrative policies governing execution of department functions and operations, along with sharing of information.
4. Evaluate department personnel needs, develop and administer budget resources and manage personnel to achieve department objectives.
5. Assign areas of accountability and delegate commensurate authority to subordinate supervisory personnel.
6. Analyze and evaluate effectiveness of department operations and institute new

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January 2005

or revised methods, policies, procedures and work rules as necessary.

7. Conduct long range planning for the Department.
8. Administer reporting and record keeping functions.

B. Management and Direction of Department Personnel

1. Conduct hiring processes, administer/maintain discipline and ethics, and evaluate department personnel.
2. Accompany officers, detectives and supervisors periodically to observe their performance, response to service calls., etc.
3. Interpret and insure compliance to labor agreement and serve as management representative at second step grievance hearings and in labor relations matters as requested.
4. Administer personnel complaint/operational investigation program.
5. Identify training needs, train and instruct and/or provide for appropriate training of personnel.

C. Management of Liaison and Public relations Between Other Law Enforcement Agencies, Government Agencies, News Media, Civic Groups and the Public

1. Coordinate and cooperate with other law enforcement departments and federal, state and local agencies.
2. Administer public relations programs and coordinate and cooperate with civic groups in crime prevention activities.
3. Serve as department liaison with media regarding policy and operations.
4. Maintain personal contacts with members of the general public and business community to receive feedback regarding department performance.

D. Performance of Related Duties

1. Evaluate new information and techniques involving crime prevention/detection and apprehension.

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2. Patrol and respond to initial calls for service as need occurs.
3. Enforce local ordinances and regulations, and federal/state laws when applicable.
4. Interrogate complainants and witnesses as necessary.
5. Maintain records and prepare reports.
6. Maintain personal proficiency in the use of weapons and enforcement tools or techniques.
7. Perform other related duties as necessary/directed.

ESSENTIAL KNOWLEDGE, ABILITIES AND SKILLS:

- A. Thorough knowledge of modern police principles, methods and practices in the apprehension of criminals and the prevention of crime.
- B. Thorough knowledge of the laws, rules and regulations pertaining to the department.
- C. Thorough knowledge of the general statutes relating to police powers, health and safety.
- D. Considerable knowledge of courtroom procedures.
- E. Considerable knowledge of firearms, photography, fingerprinting techniques, and first aid.
- F. Considerable knowledge of availability of grants and funding applicable to the administration of the Police Department.
- G. Ability to plan, organize, assign, and supervise the work of others.
- H. Ability to clearly and courteously enforce, explain and interpret State and Federal laws and local ordinances.
- I. Ability to establish and maintain effective working and public relationships.

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- J. Ability to maintain accurate and complete records and prepare clear and detailed reports.
- K. Reasoning Development: Apply principles of logical or scientific thinking to define and solve problems, collect data, establish facts, draw valid conclusions, and deal with a variety of concrete variables in situations where only limited standardization exists. Interpret a variety of technical instructions furnished in written, oral, diagrammatic, or schedule form. Deal with several abstract and concrete variables.
- L. Mathematical Development: Add, subtract, multiply, and divide all units of measure. Perform the four operations with like common and decimal fractions. Compute ratio, rate, and percent. Draw and interpret bar graphs. Perform arithmetic operations involving all American monetary units. Calculate variables and formulas; monomials and polynomials; calculate surface, volumes, weights and measures; understand kinds of angles, and properties of pairs of angles.
- M. Language Development: Reading - Read and understand safety rules, periodicals, journals, ordinances, statutes, and other technical information. Writing- Write business letters, summaries, and reports, using prescribed format and conforming to all rules of punctuation, grammar, diction and style. Write journals, speeches and manuals. Speaking - Speak with poise, voice control, and confidence, using correct English and well-modulated voice. Speak extemporaneously on a variety of subjects.
- N. Relationships to Data, People and Things: Data - Examining and evaluating data. Presenting alternative actions in relation to the evaluation is frequently involved. Determining time, place and sequence of operations or action to be taken on the basis of analysis of data; executing determination of and/or reporting on events. People - Determining or interpreting work procedures for a group of workers, assigning specific duties to them, maintaining harmonious relations among them and promoting efficiency. A variety of responsibilities is involved in this function. Attending to the needs, requests or the expressed or implicit wishes of people. Immediate response is involved. Things - Using body members, hand tools and/or special devices to work, move or carry objects or materials; involves some latitude for judgment with regard to precision attained and selecting appropriate tools, object or material. Starting, stopping and controlling the actions of machines and equipment which a course must be steered, or which must be guided, in order to process, and/or move things or people. Involves such activities as observing gauges and dials; estimating distances and determining speed and direction of other objects

PHYSICAL DEMANDS:

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Exerting up to 50 pounds of force occasionally, and/or in excess of 10 pounds of force frequently, to move objects. Requires frequent standing, walking and sitting. Requires ability to hold, aim and fire a handgun and long gun.

ENVIRONMENTAL CONDITIONS:

Inside work most of the time. Exposures to moderate noise frequently; exposure to temperature changes, heat/cold extremes, toxic conditions, loud noise, odors, dust and poor ventilation occasionally. Hazards or risk of bodily injury occasionally.

REQUIRED QUALIFICATIONS:

- A. Bachelor's Degree in Police Science or related field or equivalent experience as determined by Police and Fire Commission.
- B. Law Enforcement Standards Board Certification or certifiable as Wisconsin Law Enforcement Officer.
- C. Minimum of seven (7) or more years of progressively responsible police experience above the level of patrol officer and/or an extensive police related academic background.

DESIRED TRAINING AND EXPERIENCE:

- A. Master's Degree in Police Science or related field.
- B. Graduate of FBI National Academy, Southern Police Institute Administrative Officer's Course, or Northwestern University Traffic Institute School of Police Staff and Command.

TOWN OF MADISON
2120 Fish Hatchery Road
Madison, WI 53713

POSITION DESCRIPTION: Police Sergeant

POSITION CLASSIFICATION: Regular Full-Time

UNION REPRESENTATION: None

IMMEDIATE SUPERVISOR: Police Chief

NATURE:

The job duties of this position include, but are not limited to the following: Under the general direction of the Chief of Police, the Police Sergeant is responsible for the direct supervision and evaluation of subordinates and work unit activities; administration and supervision of department operations; planning, scheduling, coordinating and evaluation department/work unit level programs and activities; liaison and public relations with various members of the criminal justice system, news media and public; training; and performance of law enforcement functions consistent with statutory authority.

WORK PERFORMED:

In addition to all the requirements and duties of the patrol officer and detective position this position incorporates the following duties:

A. Administration and Supervision of Department Operations

1. Direct day to day police department patrol and/or investigative activities of subordinates and provide necessary guidance and instruction.
2. Assists the Chief of Police in the administration and operations of the Police Department as necessary, at time working irregular hours.
3. Conducts internal investigations, handles citizen complaints and make disciplinary recommendations regarding personnel matters.
4. Initiate, recommend and administer corrective and/or disciplinary action involving subordinate employees, consistent with department policy and

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procedures.

5. Evaluate subordinates, conduct interviews, develop and implement performance improvement programs.
6. Review and interpret correspondence, operational reports, summaries and memorandums. Make recommendations and/or prepare responses.
7. Participates in the grievance process as per labor agreement.
8. Administer the logistical needs of subordinates by providing supplies, coordinating vehicle and equipment assignment, repairs, etc.
9. Conduct work unit meetings to provide uniform communications on department/work unit matters, local problems and personnel issues.
10. Interpret and insure compliance to labor agreement.
11. Interpret department policies and procedures, motor vehicle and criminal code, registration and driver licensing requirements for department employees and the general public.
12. Review, analyze and evaluate reports prepared by subordinates.
13. Evaluate ongoing situations and reassign department personnel and equipment as appropriate/necessary.
14. Receive, research and prepare response to requests for information.
15. Provide liaison between the public and various federal, state and local agencies.
16. Assume command of the entire department operation as Acting Chief in the absence of the Chief of Police.
17. Prepare reports and recommendations regarding events that have transpired or may affect operations.
18. Actively support the mission, policies, procedures, programs, objectives and philosophies of the department.

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19. Be responsible for implementing operational plans developed to achieve the goals of the Department as envisioned by the Chief of Police.
20. Provide active and visible leadership to the Department.
21. Know, understand and comply with provisions of the Department's Policy, Procedures, Rules and Regulations.

B. Planning, Scheduling, Coordination and Evaluation of Department/Work Unit and Activities.

1. Issues instructions, directions, and orders to coordinate the activities of subordinates to ensure efficiency, effectiveness, and quality of service.
2. Evaluate deployment of personnel and equipment. Review operation and effectiveness of equipment.
3. Prepares and maintains work schedules and related leave.
4. Attend staff meetings and meetings with other agencies relating to department activities.
5. Review and evaluate accident and enforcement data. Develop selective enforcement programs.
6. Coordinate enforcement, service and training activities with other agencies affected by department operations and with other department/supervisors.
7. Attend and/or serve as directed as department representative at meetings, conferences, seminars, training sessions, etc.
8. Reviews all police reports, assigns appropriate follow-up investigation, and advises the Police Chief of incidents of a substantial nature.
9. Makes recommendations to the Chief regarding policies, budgets, equipment, and personnel requirements.

C. Determination of Training Needs, Development, Presentation, and Evaluation of Training Programs

1. Conduct an on-going in-service training program.

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2. Arranges for on-going in-service and specialized training for personnel on the basis of legal requirements and/or departmental needs.
 3. Attends specialized training courses dealing with topics relevant to position.
 4. Determine subordinates training needs, and recommend training programs for officers to meet department level objectives.
- D. Provision of Liaison and Public Relations Between the Police Department and Various Members of the Criminal Justice System, News Media and the Public.
1. Provide liaison between the police department, district attorney's office, judges and other elements involved with the criminal justice system, as well as with civic groups and the news media.
 2. Receive and record complaints. Initiate investigations or forward to appropriate official(s) for investigation.
 3. Represent the department in various community groups when requested/directed.
 4. Present crime prevention/safety talks and appear as panel member before various groups.
 5. Maintains harmonious relationships with the public, other police departments and other departments within the Town's governmental structure.
- E. Observation of Traffic and Enforcement of All State Laws, Township Ordinances, Rules and Regulations, Primarily Those Pertaining to Public/Highway Safety and Preservation.
1. Observe the operation and condition of vehicles to ascertain compliance with laws, rules and regulations.
 2. Take proper enforcement action for violations of the motor vehicle and/or criminal code consistent with statutory authority.
 3. Conduct investigations when appropriate.
 4. Testify in court and related administrative hearings.

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5. Effect lawful arrests.
- F. Supervision During Times of Emergency, and for Specialized Assignments.
1. Proceed to the scene of an emergency or unusual occurrence, evaluate the situation and recommend/take appropriate response.
 2. Direct supervision of subordinates at the scene of civil demonstrations, natural disasters or unusual occurrences.
 3. Arrange and coordinate special escorts and/or security and transportation of dignitaries.
 4. Takes responsibility and command of major emergency/unusual situations and criminal cases as directed.
- G. Performance of Miscellaneous Duties and Related Tasks.
1. Maintain personal proficiency in the use of firearms and other enforcement tools and techniques.
 2. Maintains regular communications with the Chief of Police regarding department activity.
 3. May patrol, investigate complaints, and take appropriate enforcement action.
 4. Responds to initial calls for service when need occurs.
 5. Performs assignments as directed by the Chief of Police.
 6. Represents the Chief of Police in his/her absence.

ESSENTIAL KNOWLEDGE, ABILITIES AND SKILLS:

- A. Considerable knowledge of modern police work in the practical and technical aspects of the apprehension of criminals and the prevention of crime.
- B. Considerable knowledge of the general statutes relating to police authority and health and safety.

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- C. Thorough knowledge of criminal court procedures, firearms, photography, fingerprinting techniques, crime scene processing and first aid.
- D. Thorough knowledge of the geography and demography of the Town and its surroundings.
- E. Thorough knowledge of the rules, regulations, policies and procedures of the department.
- F. Ability to clearly and courteously enforce, explain and interpret Federal, State, County and local laws and ordinances.
- G. Ability to establish and maintain effective working and public relationships.
- H. Ability to maintain accurate and complete records and prepare clear and detailed reports.
- I. Ability to effectively supervise the operations of the appropriate segment of the police force.
- J. Working knowledge of the criminal court procedures.
- K. Reasoning Development: Apply principles of rational systems to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Interpret a variety of instructions furnished in written, oral , diagrammatic, or schedule form.
- L. Mathematical Development: Add, subtract, multiply, and divide all units of measure. Perform the four operations with like common and decimal fractions. Compute ratio, rate, and percent. Draw and interpret bar graphs. Perform arithmetic operations involving all American monetary units. Calculate variables and formulas; monomials and polynomials; calculate surface, volumes, weights and measures; understand kinds of angles, and properties of pairs of angles.
- M. Language Development: Reading - Read and understand safety rules, periodicals, journals, ordinances, statutes, and other technical information. Writing - Write business letters, summaries, and reports, using prescribed format and conforming to a ll rules of punctuation, grammar, diction and style. Speaking - Speak with poise, voice control, and confidence, using correct English and well-modulated voice. Speak extemporaneously on a variety of subjects.

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- N. Relationships to Data, People and Things: Data - Gathering collating, or classifying information about data, people or things. Reporting and/or carrying out a prescribed action in relation to information is frequently involved. People - Determining or interpreting work procedures for a group of workers, assigning specific duties to them, maintaining harmonious relations among them and promoting efficiency. A variety of responsibilities is involved in this function. Attending to the needs, requests or the expressed or implicit wishes of people. Immediate response is involved. Things - Using body members, and tools, and /or special devices to work, move or carry objects or materials; involves some latitude for judgement with regard to precision attained and selecting appropriate tools, object or material. Starting, stopping and controlling the actions of machines and equipment which a course must be steered, or which must be guided, in order to process, and/or move things or people. Involves such activities as observing gages and dials; estimating distances and determining speed and direction of other objects

PHYSICAL DEMANDS:

Exerting up to 50 pounds of force occasionally, and/or in excess of 30 pounds of force frequently, to move objects. Requires frequent standing, walking and sitting; occasional running. Requires ability to hold, aim and fire a handgun and long gun.

ENVIRONMENTAL CONDITIONS:

Inside work a majority of the time. Exposures to heat/cold extremes, temperature changes, vibrations and moderate noise frequently; exposure to loud noise, toxic conditions, odors, dust and poor ventilation occasionally. Frequent hazards or risk of bodily injury.

REQUIRED QUALIFICATIONS:

- A. Associates Degree in Police Science or related field.
- B. Law Enforcement Standards Board Certification as Wisconsin Law Enforcement Officer.
- C. Minimum of three years previous experience in law enforcement.

DESIRED TRAINING AND EXPERIENCE:

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- A. Bachelor's Degree in Police Science or related field.
- B. Specialized training in modern supervisory techniques.

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TOWN OF MADISON
2120 Fish Hatchery Road
Madison, WI 53713

POSITION DESCRIPTION: Police Detective/Investigator

POSITION CLASSIFICATION: Regular Full-Time

UNION REPRESENTATION: WPPA/LEER

IMMEDIATE SUPERVISOR: Police Sergeant

NATURE:

The job duties of this position include, but are not limited to the following: Providing for both the appropriate proactive and reactive response to criminal activity within the Town of Madison and elsewhere when such activity directly impacts upon the Town, locating and questioning witnesses, victims and suspects, providing for the dissemination of crime prevention information to the public, maintaining sources of information to aid in the prevention and investigation of criminal activity, assisting uniformed officers in carrying out their function, and performing related work as required under the functional control of a Sergeant.

WORK PERFORMED:

In addition to all the requirements and duties of the patrol officer position this position incorporates the following duties:

A. Investigative Operations

1. Properly investigate all assigned cases and follow up matters and obtain all relevant information.
2. Persist in assigned investigations until there is a final disposition.
3. Periodically advise victims and witnesses of the status or results of investigations relevant to them.
4. Appropriately document all assigned investigations in a manner conducive to effective prosecution by the district attorney's office.

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5. Continually document in report form progress made in an on-going criminal investigation in order that continuity be maintained should the case be assigned to another and report said progress to his/her supervisor.
6. Properly and appropriately collect, preserve and document evidence and provide for its presentation in court or its proper disposal.
7. Seek to recover property unlawfully held by others and apprehend offenders.
8. Responsible for the proper maintenance and care of all investigatory equipment and supplies.
9. Maintain sources of information to aid in the prevention and investigation of crime to include: other police departments and law enforcement agencies; other public service agencies; and informants.
10. Forward information to other personnel within the department that is beneficial in the prevention of crime to include: current trends in crime, including method of operation, in the Town or potentially affecting the Town; the identity of criminals frequenting or operating within the Town.
11. Arrange for technical assistance when required to include suspect identification, firearms identification, document examination and laboratory analysis.
12. Assist law enforcement officers from other jurisdictions while they are conducting investigations in the Town.
13. Execute warrants and seek to minimize the number of outstanding warrants issued pursuant to municipal court by proper service.
14. Keep abreast of pertinent information by reviewing reports, incoming teletype messages, "hot sheets", intra- and interdepartmental communications, crime information included in the Department of Justice Law Enforcement Bulletin, etc.
15. Participate in and arrange for appropriate surveillance of suspects/potential targets.
16. Maintain an effective working relationship with fire department personnel in the investigation of arson.

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17. Periodically present crime prevention programs to civic groups, neighborhood groups, and the public.
- B. Patrol Operations
1. Patrol those areas deemed susceptible to criminal activity and where trends indicate the likelihood of crime.
- C. Miscellaneous Duties
1. Perform assignments as directed by Supervisors.
 2. Respond to general service calls if needed.

ESSENTIAL KNOWLEDGE, ABILITIES AND SKILLS:

- A. Considerable knowledge of modern police work in the practical and technical aspects of the apprehension of criminals and the prevention of crime.
- B. Considerable knowledge of the general statutes relating to police authority and health and safety.
- C. Thorough knowledge of the rules, regulations, policies and procedures of the department.
- D. Thorough knowledge of the geography and demography of the Town and its surroundings.
- E. Thorough knowledge of criminal court procedures, photography, crime scene processing and first aid.
- F. Ability to work effectively and productively with a minimum of supervision.
- G. Ability to clearly and courteously enforce, explain and interpret Federal, State, County and local laws and ordinances.
- H. Ability to establish and maintain effective working and public relationships.
- I. Ability to maintain accurate and complete records and prepare clear and detailed reports.

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- J. Ability to conduct productive interviews in a reasonable and lawful manner.
- K. Reasoning Development: Apply principles of rational systems to solve practical problems and deal with a variety of concrete variables in situation where only limited standardization exists. Interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.
- L. Mathematical Development: Add, subtract, multiply, and divide all units of measure. Perform the four operations with like common and decimal fractions. Compute ratio, rate, and percent. Draw and interpret bar graphs. Perform arithmetic operations involving all American monetary units. Calculate variables and formulas; monomials and polynomials; calculate surface, volumes, weights and measures; understand kinds of angles and properties of pairs of angles.
- M. Language Development: Reading - Read and understand safety rules, periodicals, journals, ordinances, statutes, and other technical information. Writing - Write business letters, summaries, and reports, using prescribed format and conforming to all rules of punctuation, grammar, diction and style. Speaking - Speak with poise, voice control, and confidence, using correct English and well-modulated voice. Speak extemporaneously on a variety of subjects.
- N. Relationships to Data, People and Things: Data - Gathering, collating, or classifying information about data, people or things. Reporting and/or carrying out a prescribed action in relation to information is frequently involved. People - Determining or interpreting work procedures for a group of workers, assigning specific duties to them, maintaining harmonious relations among them and promoting efficiency. A variety of responsibilities is involved in this function. Attending to the needs, requests or the expressed or implicit wishes of people. Immediate response is involved. Things - Using body members, hand tools, and/or special devices to work, move or carry objects or materials; involves some latitude for judgment with regard to precision attained and selecting appropriate tools, object or material. Starting, stopping and controlling the actions of machines and equipment for which a course must be steered, or which must be guided, in order to process, and/or move things or people. Involves such activities as observing gauges and dials; estimating distances and determining speed and direction of other objects.

PHYSICAL DEMANDS:

Exerting up to 50 pounds of force occasionally, and/or in excess of 30 pounds of force frequently, to move objects. Requires frequent standing, walking and sitting; occasional

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running. Requires ability to hold, aim and fire a handgun and long gun.

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ENVIRONMENTAL CONDITIONS:

Outside work most of the time. Exposures to heat/cold extremes, temperature changes and moderate noise frequently; exposure to loud noise, toxic conditions, odors, dust and poor ventilation occasionally. Frequent hazards or risk of bodily injury.

REQUIRED QUALIFICATIONS:

- A. Sixty (60) college credit hours or waiver from Wisconsin Training and Standards Board.
- B. Certified, or eligible for Law Enforcement Standards Board Certification as Wisconsin Law Enforcement Officer.
- C. One or more years experience in law enforcement

DESIRED TRAINING AND EXPERIENCE:

- A. Associate Degree in Police Science or related field.
- B. Special training in investigative techniques, evidence collection and preservation, and crime prevention.

TOWN OF MADISON
2120 Fish Hatchery Road
Madison, WI 53713

POSITION DESCRIPTION: Police Officer

POSITION CLASSIFICATION: Regular Full-Time

UNION REPRESENTATION: WPPA/LEER

IMMEDIATE SUPERVISOR: Police Sergeant

NATURE:

The job duties of this position include, but are not limited to the following: Performance of police work relative to the maintenance of law and order, the preservation and protection of life and property, the prevention and detection of crime and the apprehension of criminals and offenders, and to perform related work as required under the functional and administrative control of supervisory personnel.

WORK PERFORMED:

A. Patrol Operations

1. Investigate accidents, complaints, domestic troubles, theft cases, burglary cases, and other incidents as necessary.
2. Maintain records of actions and prepare reports as necessary.
3. Respond to calls for police assistance whether by the public or other police agencies.
4. Prevent and deter criminal activity within the Town through patrol techniques.
5. Vigorously detect, apprehend and assist in the prosecution of those who violate Federal, State, County or local statutes and ordinances.
6. Operate RADAR and breath alcohol testing equipment.
7. Direct traffic and assist pedestrians.

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8. Collect and preserve evidence.
9. Receive and transmit pertinent communications in accordance with department policy.
10. Perform those assignments as required by the Sergeant or Police Chief.
11. Render first aid as needed and provide for the transportation of the injured.

ESSENTIAL KNOWLEDGE, ABILITIES AND SKILLS

- A. Ability to be tactfully and respectfully responsive to citizen service requests.
- B. Working knowledge of modern police work in the practical and technical aspects of the apprehension of criminals and the prevention of crime.
- C. Working knowledge of the general statutes relating to police authority and health and safety.
- D. Working knowledge of courtroom procedures, firearms, photography, fingerprinting techniques and first aid.
- E. Ability to clearly and courteously enforce, explain and interpret Federal, State, County and local laws and ordinances.
- F. Ability to establish and maintain effective working and public relationships.
- G. Ability to maintain accurate and complete records and prepare clear and detailed reports.
- H. Some knowledge of the geography and demography of the Town and its surroundings.
- I. Reasoning Development: Apply principles of logical and technical thinking to define problems, collect data, establish facts, and draw valid conclusions. Deal with several abstract and concrete variables.
- J. Mathematical Development: Algebra - deal with a system of real numbers, related probability and statistical inference. Geometry - plane and solid geometry, and rectangular coordinates. General math - practical application of fractions, percentages,

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ratio and proportion, mensuration, practical algebra & geometric construction.

- K. Language Development: Reading - read technical journals, statutes, ordinances, comprehensive reports and financial reports. Writing - write reports, complete forms, originate correspondence. Speaking - conversant in methods of effective and persuasive speaking, discussion and debate.
- L. Relationships to Data, People and Things: Data - Determining time, place and sequence of operations or action to be taken on the basis of analysis of data; executing determination of and/or reporting on events. People - Negotiating, exchanging ideas, information, and opinions with others to formulate and/or arrive jointly at decisions, conclusions, or solutions. Things - Using body members, hand tools and/or special devices to work, move or carry objects or materials. Starting, stopping and controlling the actions of machines or equipment for which a course must be steered or which must be guided, in order to process and/or move things or people. Involves such activities as observing gauges and dials; estimating distances and determining speed and direction of other objects; turning cranks and wheels; pushing or pulling gear lifts or levers.

PHYSICAL DEMANDS:

Exerting up to 100 pounds of force occasionally, and/or up to 30 pounds of force frequently, to move objects. Requires walking or standing to a significant degree. Requires ability to hold, aim and fire a handgun and long gun.

ENVIRONMENTAL CONDITIONS:

Both Inside and Outside. Extremes of heat and cold, rapid temperature changes, noise and vibration. Exposure to: Odors, toxic conditions, dust or poor ventilation. Hazards: Situations in which the individual is exposed to the definite risk of bodily injury.

REQUIRED QUALIFICATIONS:

- A Graduation from High School, or GED.
- B. Certified, or eligible for certification upon appointment, by the Law Enforcement Standards Board as a Wisconsin Law Enforcement Officer.
- C. Sixty (60) semester credits from an accredited college or university, or appropriate waiver from Wisconsin Training and Standards Board.

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DESIRED TRAINING AND EXPERIENCE:

- A. Associates Degree in Police Science or related field.
- B. Breathalyzer operator certification for State of Wisconsin.
- C. Two years previous experience in civilian or military law enforcement.

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TOWN OF MADISON
2120 Fish Hatchery Road
Madison, WI 53713

POSITION DESCRIPTION: Police Officer

POSITION CLASSIFICATION: Part-Time

UNION REPRESENTATION: None

IMMEDIATE SUPERVISOR: Police Sergeant

NATURE:

The job duties of this position include, but are not limited to the following: Performance of police work relative to the maintenance of law and order, the preservation and protection of life and property, the prevention and detection of crime and the apprehension of criminals and offenders, and to perform related work as required under the functional and administrative control of supervisory personnel.

WORK PERFORMED:

A. Patrol Operations

1. Investigate accidents, complaints, domestic troubles, theft cases, burglary cases, and other incidents as necessary.
2. Maintain records of actions and prepare reports as necessary.
3. Respond to calls for police assistance whether by the public or other police agencies.
4. Prevent and deter criminal activity within the Town through patrol techniques.
5. Vigorously detect, apprehend and assist in the prosecution of those who violate Federal, State, County or local statutes and ordinances.
6. Operate RADAR and breath alcohol testing equipment.
7. Direct traffic and assist pedestrians.
8. Collect and preserve evidence.

9. Receive and transmit pertinent communications in accordance with department policy.
10. Perform those assignments as required by the Sergeant or Police Chief.
11. Render first aid as needed and provide for the transportation of the injured.

ESSENTIAL KNOWLEDGE, ABILITIES AND SKILLS

- A. Ability to be tactfully and respectfully responsive to citizen service requests.
- B. Working knowledge of modern police work in the practical and technical aspects of the apprehension of criminals and the prevention of crime.
- C. Working knowledge of the general statutes relating to police authority and health and safety.
- D. Working knowledge of courtroom procedures, firearms, photography, fingerprinting techniques and first aid.
- E. Ability to clearly and courteously enforce, explain and interpret Federal, State, County and local laws and ordinances.
- F. Ability to establish and maintain effective working and public relationships.
- G. Ability to maintain accurate and complete records and prepare clear and detailed reports.
- H. Some knowledge of the geography and demography of the Town and its surroundings.
- I. Reasoning Development: Apply principles of logical and technical thinking to define problems, collect data, establish facts, and draw valid conclusions. Deal with several abstract and concrete variables.
- J. Mathematical Development: Algebra - deal with a system of real numbers, related probability and statistical inference. Geometry - plane and solid geometry, and rectangular coordinates. General math - practical application of fractions, percentages, ratio and proportion, mensuration, practical algebra & geometric construction.
- K. Language Development: Reading - read technical journals, statutes, ordinances, comprehensive reports and financial reports. Writing - write reports, complete forms, originate correspondence. Speaking - conversant in methods of effective and

persuasive speaking, discussion and debate.

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PHYSICAL DEMANDS:

Exerting up to 100 pounds of force occasionally, and/or up to 30 pounds of force frequently, to move objects. Requires walking or standing to a significant degree. Requires ability to hold, aim and fire a handgun and long gun.

ENVIRONMENTAL CONDITIONS:

Both Inside and Outside. Extremes of heat and cold, rapid temperature changes, noise and vibration. Exposure to: Odors, toxic conditions, dust or poor ventilation. Hazards: Situations in which the individual is exposed to the definite risk of bodily injury.

REQUIRED QUALIFICATIONS:

- A Graduation from High School, or GED.
- B. Certified, or eligible for certification upon appointment, by the Law Enforcement Standards Board as a Wisconsin Law Enforcement Officer.
- C. Sixty (60) semester credits from an accredited college or university, or appropriate waiver from Wisconsin Training and Standards Board.
- D. Active full-time employment as a law enforcement officer in Dane County.

DESIRED TRAINING AND EXPERIENCE:

- A. Associates Degree in Police Science or related field.
- B. Breathalyzer operator certification for State of Wisconsin.

C. Two years previous experience in civilian or military law enforcement.

AGREEMENT BETWEEN
THE
TOWN OF MADISON
AND THE
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
OF THE
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
TOWN OF MADISON PROFESSIONAL POLICE ASSOCIATION
2004-2005

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AGREEMENT

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

ARTICLE I - INTENT AND PURPOSE

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

NOW, THEREFORE, be it mutually agreed as follows:

ARTICLE II - MANAGEMENT RIGHTS

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

ARTICLE III - COOPERATION

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

ARTICLE IV - RECOGNITION

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

ARTICLE V - FAIR SHARE

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

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

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

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

ARTICLE VI - NO STRIKE OR LOCKOUT

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

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

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

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

ARTICLE VII - GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

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

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

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

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

Section - 4 Arbitration:

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

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

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

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

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

ARTICLE VIII - HOURS OF EMPLOYMENT AND WAGES

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

Hours may be modified for the scheduling of recruit training provided that this shall apply only to the schedules of recruits hired after the effective date of this Agreement.

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

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

Section 3: The Police Chief shall post the schedule one (1) month in advance. However, individual schedules may be changed on one (1) week's notice where necessitated by unforeseen absences caused by sick leave, vacation and the like, or less than one week if mutually agreed to between the Police Chief and the officer.

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

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

- (a) When required to work on a day that has been scheduled as a day off.
- (b) All hours outside the posted schedule, except routine preparation of reports and that time worked resulting from voluntary exchange of shift with another employee. Reports ordinarily will be done on an officer's regular tour of duty, unless directed by the Police Chief to be done on overtime if necessary.
- (c) Any employee called back to work after he/she has completed his/her scheduled shift shall be given a minimum of two (2) hours pay at time and one-half (1 ½). The Town has the right to release an officer after being called in for duty if no immediate work assignments are pending.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX - UNIFORM AND EQUIPMENT ALLOWANCE

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

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

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

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

ARTICLE X - K-9 OFFICER

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI - HOLIDAYS

Section 1: The following shall be considered holidays:

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

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

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

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

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

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

ARTICLE XII - VACATIONS

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

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

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

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

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

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

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

(a) Death or retirement.

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

Section 4: Where an employee is entitled to one (1) week or more of vacation, such vacation shall be taken at least one (1) block of one (1) week scheduled sixty (60) days in advance with the approval of the Police Chief. Vacations not taken in blocks of at least one (1) week may not exceed four (4) days and may be taken on five (5) days notice with approval of the Police Chief.

Section 5: The Police Chief may install a system for posting choice of vacation time involving blocks of one (1) or more weeks, and any conflict of scheduling shall be resolved in favor of seniority; but after selection there shall be no right of bumping. For the purposes of this Section, seniority shall be defined simply as length of continuous service for the Town of Madison Police Department.

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

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

ARTICLE XIII - INSURANCE

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

Section 2:

(a) Allocation of Responsibility for Payment of Deductibles. The employee shall be responsible for payment of the first fifty dollars (\$50.00) of deductible per year. The Town shall pay, through self-insurance, the remaining deductible applicable to any given year; provided that the Town shall pick up, in the case of family coverage, all deductible amounts in excess of one hundred dollars (\$100.00) with respect to any participating employee and his or her family during any calendar year; except, employees shall pay the drug deductibles.

(b) Procedure for Payment of Deductibles. The employees shall have initial responsibility for payment of all deductibles applicable to him or her and/or his or her family. Upon reaching the limit of the deductible amounts for which he or she retains personal responsibility (as outlined above), the individual employee shall be entitled to reimbursement from the Town for all deductibles which he or she has paid out-of-pocket for services provided during the remainder of the calendar year.

Reimbursement shall be made by the Town upon presentation by the employee of proper documentation from WF'S indicating the amount of the deductible for which the employee bears responsibility, and upon a determination that the employee has exhausted the deductible amounts for which he or she remains personally liable for payment as provided hereinabove. No claim for reimbursement of deductibles in increments of less than one hundred dollars (\$100.00) [fifty dollars (\$50.00) in the case of the first claim for reimbursement by an employee under this paragraph in any calendar year] shall be made provided that employees may present any claim for reimbursement of any amount of deductible to which they may be entitled from the Town under the terms of this paragraph between January 1 and February 1 of any calendar year for the purpose of complete settlement of all claims for deductible reimbursement against the Town for the prior calendar year.

Section 3: The Town will make a lump sum payment of three hundred fifty dollars (\$350.00) per year to each employee who chooses not to be covered under either health insurance plan for an entire calendar year. This benefit will be paid to eligible employees in March of the following year.

Section 4: The Town will administer a group dental insurance plan for interested employees and will deduct the premiums from the employee's paycheck upon receipt of a written authorization to do so. The employee is responsible for one hundred percent (100%) of the premium for either a single or family plan.

Section 5: The Town will implement an IRC Section 125 plan for eligible employees.

ARTICLE XIV - LONGEVITY BONUS

Longevity pay is calculated on December 1 of each year and paid in December. Effective December 1, 1990, after having completed three (3) full years of continuous service, the employee shall be paid a bonus payment of seventy-five dollars (\$75.00) for the third year and each year thereafter the bonus payment shall be increased twenty-five dollars (\$25.00) per year, through a maximum continuous service of twenty-five (25) years. Effective December 1, 1991, this bonus shall be ninety dollars (\$90.00) for the third year and each year thereafter the bonus payment shall be increased to thirty dollars (\$30.00) through a maximum continuous service of twenty-five (25) years.

ARTICLE XV - SICK LEAVE

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

Section 2: Sick leave shall be granted at the rate of one (1) day per month and may be accumulated to an unlimited amount. However, a maximum of one hundred twenty-six (126) working days shall apply to all payments under Section 4 hereof. The Town will allow employees to convert the lump-sum accumulated sick leave payout to health insurance premium payments at a rate of sixty-six percent (66%) of one hundred twenty six (126) days. Any balance payable to the employee's estate.

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

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

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

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

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

If there is disagreement between the employee's doctor and the Employer's doctor; then the employee shall within ten (10) days submit to examination by a third medical doctor designated jointly by the Association and the Employer, and the majority

of the medical opinion shall control. The expense of the joint medical examination shall be borne one-half (1/2) by the Employer and one-half (1/2) by the Association.

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

ARTICLE XVI - FUNERAL LEAVE AND JURY DUTY

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

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

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

ARTICLE XVII - SENIORITY

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

Section 2: All newly hired employees shall be considered probationary for the first twelve (12) months of employment plus any necessary training period, but on the completion of the period his/her seniority shall date back to the beginning of employment. Such employee may be disciplined or discharged without recourse to arbitration during the probationary period. The parties agree that the probationary period is intended to provide the Department with a full twelve months to evaluate employees' work performance and, therefore, the Department reserves the right to extend employees' probationary periods to offset leave time taken.

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

Section 4: Whenever there is a permanent job opening in the bargaining unit, the Employer shall post it for one (1) week, outlining the qualification standards and nature of work to be performed. The Employer may test (written, oral or both) the applicants applying for the job and shall select the most qualified to perform the work. Preference will be given seniority, all other things being equal. All persons promoted will serve a six (6) month probationary period in the new position. In the event the employee does not satisfactorily complete the probationary period, he/she shall be returned to his/her former position.

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

(a) When switch of shift is mutually agreed.

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

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

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

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

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

ARTICLE XVIII - EDUCATIONAL INCENTIVE PROGRAM

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

(a) Approval must be obtained from the Chief prior to enrollment in the course.

(b) Courses must qualify for credit toward a degree in police science, criminal justice or related degree at an accredited college or university.

(c) Reimbursement shall be made within thirty (30) calendar days of satisfactory completion, proof of which may be required. Satisfactory completion requires a grade of "B" or better or its equivalent.

(d) Maximum reimbursement is \$1,200.00 per calendar year per officer and may be applied to tuition, required books or course materials. There is no carryover from one calendar year to another.

(e) Course work shall not interfere with the employee's normal work schedule.

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

ARTICLE XIX - LEAVE OF ABSENCE

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

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

ARTICLE XX - PART-TIME AND TEMPORARY EMPLOYEES

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

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

ARTICLE XXI - WISCONSIN RETIREMENT SYSTEM

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

ARTICLE XXII - ASSOCIATION REPRESENTATION

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

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

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

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

ARTICLE XXIII - SEPARABILITY

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

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

ARTICLE XXIV - TERMINATION

This agreement shall become effective as of January 1, 2004, and shall remain in full force and effect until and including December 31, 2005, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to July 1, 2005, or at any 1st of July on any effective year thereafter.

Dated at Madison, Wisconsin this day ____ of _____ 2004.

FOR THE ASSOCIATION:

FOR THE TOWN OF MADISON:

Michael Goetz, WPPA/LEER

James A. Campbell, Town Chair

Michael Gehn, TMPPA Pres.

Donna L. Meier, Town Clerk

APPENDIX A

MONTHLY PAY RATE

POSITION: POLICE OFFICER

January 1, 2004

Starting:	\$3,105.36
1 Year:	\$3,309.60
2 Years:	\$3,611.92
4 Years:	\$3,857.83
8 Years:	\$3,964.19

July 1, 2004

Starting:	\$3,136.41
1 Year:	\$3,342.70
2 Years:	\$3,648.04
4 Years:	\$3,896.41
8 Years:	\$4,003.83

January 1, 2005

Starting:	\$3,230.50
1 Year:	\$3,442.98
2 Years:	\$3,757.48
4 Years:	\$4,013.30
8 Years:	\$4,123.94

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

POSITION: DETECTIVE

January 1, 2004

Starting:	\$3,320.34
1 Year:	\$3,543.41
2 Years:	\$3,864.55
4 Years:	\$4,084.93
8 Years:	\$4,239.64

July 1, 2004

Starting:	\$3,353.54
1 Year:	\$3,578.84
2 Years:	\$3,903.20
4 Years:	\$4,125.78
8 Years:	\$4,282.04

January 1, 2005

Starting:	\$3,454.15
1 Year:	\$3,686.21
2 Years:	\$4,020.30
4 Years:	\$4,249.55
8 Years:	\$4,410.50

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

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

TOWN OF MADISON

AND

**DANE COUNTY, WISCONSIN
MUNICIPAL EMPLOYEES
LOCAL 60, AFSCME, AFL-CIO**

2004-2005

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AGREEMENT

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

ARTICLE I - INTENT AND PURPOSE

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

NOW, THEREFORE, be it mutually agreed as follows:

ARTICLE II - MANAGEMENT RIGHTS

The Union recognizes the Town of Madison as having the right to plan, direct, and control the operation of the work force; to hire, lay off; to discipline, suspend or discharge for just cause; to promote or demote; to establish and enforce reasonable rules of conduct, work and safety; to change, modify, or terminate methods, procedures and controls for the performance of work; to abolish jobs where no longer needed; and to determine and enforce reasonable minimum standards of performance.

ARTICLE III - COOPERATION

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

If the operation of any department or division of the Town is transferred to another government agency, the Town shall notify the Union of such transfer within ten (10) days. Upon request by the Union, the parties will bargain concerning the effects of said transfer.

ARTICLE IV - SUBCONTRACTING

The Employer shall have the right to subcontract only work that has been subcontracted consistently in the past or work that the employees are not qualified to perform or work which requires equipment not regularly used by the Employer.

ARTICLE V - RECOGNITION

The municipal employer recognizes Local 60, AFSCME, AFL-CIO as the exclusive bargaining representative for all regular employees of the Town of Madison, including public works employees, clerical employees and other employees, excluding employees with the power to arrest, the fire chief, assistant fire chief and supervisory employees.

ARTICLE VI - FAIR SHARE

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

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

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

Section 4. Dues check-off. The Town agrees to deduct membership dues from the pay of employees as certified by the Union, provided such employee has signed a check-off authorization for this purpose.

Section 5. Liability. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE VII - NO STRIKE OR LOCKOUT

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

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

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

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

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Grievance. A grievance is defined to be a controversy between the Union and the Town, or between any employee or employees and the Employer as to:

- (a) A matter involving the interpretation of this Agreement;
- (b) Any matter involving an alleged violation of this Agreement in which an employee or group of employees, or the Employer, maintains that any of their rights or privileges have been impaired in violation of this Agreement.

Section 2. Procedure. Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.)

Step 1. The Employer or the employee and/or the steward shall take the grievance up orally with the employee's immediate supervisor within five (5) days of the time that the person knew or ought to have known of the occurrence causing the grievance. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within five (5) days.

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

Step 3. If the grievance is not settled at the second step, either party may request one (1) mediation meeting before a mediator selected by the Wisconsin Employment Relations Commission, and thereafter, whether the mediation session is utilized or not, if the grievance is not settled, either party may take the matter to arbitration as hereinafter provided.

Section 3. Arbitration.

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

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

©.) The arbitrator in making his binding award shall be subject to the following conditions and limitations:

(1) Such arbitrator shall have no power or jurisdiction to change, add to, or subtract from, or to modify or nullify any of the provisions of this Agreement for the purpose of a particular case.

(2) No arbitrator's award shall have any standing as a precedent in any subsequent arbitration.

(3) Such arbitrator shall, within the above limitations, render a decision which in his judgment will be equitable, knowing that nothing contained herein shall deprive either party of their right to relief under law.

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

Section 4. General Grievances. Union grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the third step of the procedure.

ARTICLE IX - HOURS OF EMPLOYMENT

Section 1. The normal work week shall be five (5) eight (8) hour days per week, Monday through Friday, inclusive. All shifts shall include one-half (½) hour unpaid lunch period and a fifteen (15) minute paid midmorning break. Highway employees will be allowed ten (10) minutes within the shift for wash-up time at the end of the day with pay. Regular shifts with regular starting times shall be established. The Town shall notify the Union one (1) week in advance of any change of shift schedule of one (1) or more weeks duration.

A. Flexible work schedule: An employee may work a flexible work schedule upon mutual agreement with his or her supervisor. Such schedule shall provide for alternative work hours, Monday through Friday, but shall result in the same number of weekly hours for that position. Employees working such schedule will be entitled to overtime compensation in accordance with the contract, however, if the flexible work schedule results in work day(s) in excess of eight (8) hours, overtime compensation shall not commence until the end of the number of daily hours provided by the flexible work schedule for that day. A flexible work schedule can be terminated with ten (10) days notice by either the employee or supervisor. It is the intention of the parties that employees working flexible work schedules shall not lose contractual benefits as the result of the schedule.

B. Court Clerk: Effective upon the ratification by both parties of this 2000-2001 contract, the Court Clerk position will be made full-time and the incumbent accorded all benefits of a full-time employee. The employee in this position shall work, by mutual agreement between the employee and his or her supervisor, either of the following schedules:

1. Four (4) ten, (10) hour days, Monday through Thursday between the hours of 8:00 a.m. to 4:30 p.m. with the additional hours being worked consecutively before or after these times.
2. Four (4), nine (9) hour days, Monday through Thursday and a four (4) hour day on Friday. The hours Monday through Thursday shall be 8:00 a.m. to 4:30 p.m. with the additional hour being worked consecutively before or after these times. The hours of work on Friday shall be four (4) consecutive hours between 8:00 a.m. to 4:30 p.m.

This provision shall not prevent a work schedule consistent with Section 1 or another schedule pursuant to Section 1A, upon mutual agreement.

Section 2. Employees shall receive time and one-half (1½) their straight time hourly rate for all hours in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, except as provided below.

Section 3. Employees will be required to work overtime as the necessities of the Town demand. Overtime shall be divided as equally as is reasonably possible among those regular full-time employees qualified to perform the required overtime work. All Saturday and Sunday work shall be at time and one-half (1½) the employee's hourly rate. There shall be no pyramiding of overtime.

Section 4. Overtime shall not be paid where the schedule is adjusted for the convenience of the employee.

Section 5. All required school and training sessions shall be considered as overtime unless it occurs during the employee's regularly scheduled shift. Employees will be paid only for time in attendance at scheduled school or training sessions and for travel time. Overnight lodging will be paid by the Town only if deemed necessary and authorized by the department supervisor in advance.

Section 6. Any employee called back to work after he has completed his scheduled shift shall be given a minimum of two (2) hours of work at time and one-half (1½) his regular rate. If the Employer does not provide the minimum two (2) hours of work at the overtime rate, such employee shall be paid a minimum of two (2) hours pay at time and one-half his regular rate.

Section 7. The Employer shall pay the wage rates set forth in Appendix A attached hereto.

Section 8. No supervisor shall perform bargaining unit work when a regular unit member is off duty, except in an emergency or except in accordance with a long-standing practice.

Section 9. Any clerical employee who works between the hours of 4:30 p.m. and 7:00 a.m. shall be paid twenty-five cents (25¢) per hour in addition to his or her regular pay for all hours worked between 4:30 p.m. and 7:00 a.m.

Any highway employee who works between the hours of 3:30 p.m. and 7:00 a.m. shall be paid twenty-five cents (25¢) per hour in addition to his or her regular pay for all hours worked between 3:30 p.m. and 7:00 a.m.

Section 10. In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off on a time and one-half (1½) basis for up to a maximum of forty (40) overtime hours worked [i.e., sixty (60) straight-time hours] from December 1st to December 1st for each year. Any compensatory time not used or scheduled by December 1st shall be paid to the employee on his or her next regularly scheduled paycheck. No compensatory time may be earned during the month of December. All compensatory time off must have the approval of the Department Head.

ARTICLE X - HOLIDAYS

Section 1. All full-time employees from the initial day of employment shall receive the following holidays off with pay:

Day Before New Year's Day
New Year's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day Before Christmas
Christmas Day
Two (2) Floating Holidays

Section 2. If an employee is required to work on a holiday, he shall be paid straight-time and be given compensatory time off in addition to the holiday benefit.

Section 3. If any of these holidays falls on Sunday, then Monday shall be considered the legal holiday. If any of these holidays fall on Saturday, the employees shall be given a day off to use as a vacation day which may, by mutual agreement, be the Friday preceding the holiday. When the Day Before Christmas and the Day Before New Year's Day fall on a Sunday, the employees shall be given a floating holiday for each day which may, by mutual agreement, be used on the Fridays preceding the holidays.

Section 4. All regular part-time employees working an annual average of twenty (20) or more hours per week shall receive a pro rata holiday benefit based on the average number of hours worked per week compared to a full-time weekly schedule.

Section 5. An employee must give at least five (5) days notice of his intention to take a floating holiday and must specify the date desired, and such date shall be mutually agreed upon. This five (5) day notice may be waived by the Department Head.

ARTICLE XI - VACATIONS

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

After 1 year of continuous service - 2 weeks
After 5 years of continuous service - 2 weeks and two days

After 7 years of continuous service - 3 weeks
After 12 years of continuous service - 3 weeks and two days
After 15 years of continuous service - 4 weeks
After 20 years of continuous service - 5 weeks

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

Probationary employees shall be entitled to take their vacation time after their probationary period has been successfully completed.

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

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

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

(1) Death or retirement.

(2) If the employee is denied because of legitimate work load reasons from using it.

Section 4. Employees may take not more than one (1) week of vacation on a seniority basis. The remainder of vacation shall be taken on a first-come, first-served basis, and can be taken in any size block desired, subject to approval by the supervisor.

Section 5. The Department Head may install a system for posting choice of vacation time involving blocks of one (1) or more weeks, and any conflict of scheduling shall be resolved in favor of seniority; but after selection there shall be no right of bumping. For the purposes of this Section, seniority shall be defined simply as length of continuous service for the Town of Madison, Highway and Clerical.

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

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

ARTICLE XII - INSURANCE

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

Section 2. The health insurance premiums of part-time employees shall be paid on the following pro rata basis:

For those participating employees averaging between twenty (20) to thirty (30) hours per week quarterly, the Employer shall pay fifty percent (50%) of the premium for single coverage or forty-five (45%) of the premium for family coverage.

For those participating employees averaging between thirty (30) to thirty-nine (39) hours per week quarterly, the Employer shall pay seventy-five percent (75%) of the premium for single coverage or sixty-seven and one-half percent (67.5%) of the premium for family coverage. Employees working forty (40) hours or more shall be covered under Section 1 of this Article.

Section 3. The Town will make a lump sum payment of \$350.00 per year to each employee who chooses not to be covered under either health insurance plan. If an employee chooses not to be covered under either health insurance plan, the sum of \$350.00 shall be paid the subsequent January and said amount will be prorated on a monthly basis in the event the employee decides to leave before the end of the year.

Section 4. The Town shall pay the premium for life and long term disability insurance for full-time regular employees. The Town shall offer coverage under a short term disability insurance plan, consistent with Standard Insurance Company Policy Number 123166-B which became effective January 1, 2001. Employee participation in the short term disability plan is at the employee's option. If an employee chooses to participate in the short term disability plan the employee shall pay the premium for said coverage. Coverage for life insurance plan shall be consistent with Standard Insurance Company Policy Number 123166-A which became effective January 1, 2001. Coverage for the long term disability insurance plan shall be consistent with Standard Insurance Company Policy Number 123166-C which became effective January 1, 2001. The Town has the right, upon notice to the Union, to change the life, short term disability and long term disability insurance plan carrier, provided the benefits of the plan provided by the new carrier are equal to the present plan. Additional coverage will be available at the employee's expense (by payroll deduction) and eligibility.

Section 5. The Town will administer a group dental insurance plan as agreed upon by the parties for interested employees and will deduct the premiums from the employee's paycheck upon receipt of a written authorization to do so. The employee is responsible for one hundred percent (100%) of the premium for either a single or family plan.

Section 6. The Town will provide an IRC § 125 plan for eligible employees.

ARTICLE XIII - LONGEVITY BONUS

Longevity pay is calculated on December 1 of each year and paid in December. After having completed three (3) full years of continuous service on any December 1, the employee shall be paid a bonus payment of seventy-five dollars (\$75.00) for the third year, and each year thereafter the bonus payment shall be increased thirty-five dollars (\$35.00) per year, through a maximum continuous service of twenty-five (25) years.

ARTICLE XIV - EQUIPMENT AND CLOTHING ALLOWANCE

The Town will pay the full cost toward a uniform service for highway employees.

ARTICLE XV - SICK LEAVE

Section 1. Eligibility for sick leave shall begin after the completion of six (6) months of actual service, but accumulation shall be retroactive to the time of employment. Employees shall continue to accrue all benefits while using sick leave.

Section 2. Sick leave shall be granted at the rate of one (1) day per month and may be accumulated to one hundred sixty-eight (168) working days. However, a maximum of one hundred thirty-two (132) working days shall apply to all payments under Section 4 hereunder. Part-time employees who work a quarterly average of twenty (20) or more hours per week shall receive pro rata sick leave benefits.

Section 3. Sick leave may be used on days that the employee is scheduled to work in the event of illness, injury or diagnostic treatment when performed by a licensed health care practitioner for the employee or a member of the employee's immediate family which necessitates the employee's presence. Immediate family is defined as the employee's spouse, mother, father, son, daughter, or stepchildren. The Employer may require the employee to provide a doctor's statement of illness or injury when an employee has been absent more than three (3) days. However, when an employee indicates a pattern of unusual sick days off of less than three (3) days, the Employer may require medical proof of disability, and any employee found guilty of willful misuse of sick leave or falsely reporting sickness may be disciplined by suspension without pay or discharge.

Section 4. Sick leave shall automatically terminate on the employee's termination of employment except in case of retirement or death in which event the employee or his estate shall be reimbursed as provided below.

The Town agrees that vesting of sick leave benefits occurs upon retirement or death. In order to qualify for vesting of sick leave benefits, an employee must have achieved retirement age. Retirement age is defined as age 55. Vesting is based on years of service as follows:

- 1 to 3 years of service = 0%
- 3 or more years of service = 30% of allowable accumulated sick leave
- 4 or more years of service = 40% of allowable accumulated sick leave
- 5 or more years of service = 50% of allowable accumulated sick leave
- 10 or more years of service = 100% of allowable accumulated sick leave

Allowable accumulated sick leave is fifty percent (50%) of accumulated sick leave (the maximum accumulated sick leave for purposes of this section is 132 days) for purposes of a lump sum payout. A retired employee may, as an alternative, elect to use accumulated sick leave for payment of continuation of his or her group health insurance, and in such case, the allowable accumulated sick leave shall be sixty-six percent (66%) of accumulated sick leave. Accumulated sick leave will not, in any circumstance, exceed 132 days.

For example, an employee who has achieved retirement age has three (3) years of service and has accumulated 100 hours of sick leave, would qualify for 100 hours x allowable accumulation (50% assuming lump sum payout) x 30% = 15 hours. If in the above example the retired employee elected to use sick leave for continuation of group health insurance, the calculation would be 100 hours x 66% x 30% = 19.8 hours.

A second example is an employee who has achieved retirement age, has nine years of service, and has accumulated 864 hours of sick leave. This employee, if electing a lump sum, would qualify for 864 hours (108 days x 8 hours) x 50% x 50% or 216 hours. If the same employee elected to use sick leave for payment of continuation of group health insurance premiums, his or her entitlement would be as follows: 864 hours (108 days x 8 hours) x 66% x 50% or 285 hours.

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

Section 6. Sick leave may not be utilized where the absence is covered by Worker's Compensation benefits and any sickness and accident benefits received through the Employer's insurance plans shall be deducted from the amount of sick leave entitlement.

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

If there is disagreement between the employee's doctor and the Employer's doctor, then the employee shall within ten (10) days submit to examination by a third medical doctor designated jointly by the Union and the Employer, and the majority of the medical opinion shall control. The expense of the joint medical examination shall be borne one-half (½) by the Employer and one half (½) by the Union.

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

ARTICLE XVI - SENIORITY

Section 1. All newly hired employees shall be considered probationary for the first six (6) months of employment, but on the completion of six (6) months his seniority shall date back to

the beginning of employment. Such employee may be disciplined by suspension not exceeding three (3) days or discharged without recourse to arbitration during the probationary period.

Section 2. Whenever it becomes necessary to lay off employees, the employee with the least seniority shall be laid off, providing the remaining employees are capable of performing the work; recall shall be in the reverse order with the same condition attached.

Section 3. Whenever there is a permanent job opening to be filled, the Employer shall post it for a period of one (1) week, outlining the qualification standards and nature of work to be performed. The Employer may test (written, oral or both) the applicants applying for the job and shall select the most qualified to perform the work. Preference will be given seniority, all other things being equal. Where no one from within the Department qualifies, the Employer may fill the position from the outside. ("Department" is defined as clerical employees, Police Department employees and highway employees).

Section 4. It is the Employer's belief that it is in the best interest of both the Employer and its employees that hiring and/or promotions should be from within the Town's work force whenever reasonable. The Employer's primary goal in filling non-bargaining unit jobs is to hire the person, who in the Employer's judgment, is the most qualified. Consistent with the Employer's affirmative action goals and all other things being equal in the Employer's judgment, the Employer desires to promote from within whenever it finds it feasible. If, in a particular instance, the Employer judges a bargaining unit employee to be the most logical person to fill the job, he or she will be given that job. The Employer is not, however, answerable to the Union in filling non-bargaining unit positions.

When a non-bargaining unit position becomes available, the Employer will post a notice for all employees in the bargaining unit, setting forth the wage rates, hours, and a brief description of the position. Any bargaining unit employee interested in applying for the position shall have a period of seven (7) calendar days to post for said position. After the seven (7) calendar days period of time, the Employer will proceed to advertise for the position, without first being required to have made a decision with respect to bargaining unit employees who have indicated an interest in the position. The selection criteria and decision of the Town is not subject to the grievance procedure.

ARTICLE XVII - LEAVE OF ABSENCE

Section 1. Providing suitable replacement personnel are available, an employee may be granted a leave of absence without pay if agreed upon by the Employer and the Union.

Section 2. Required leave without pay for military duty shall be granted as a matter of course and shall not be required to be taken as vacation.

ARTICLE XVIII - FUNERAL LEAVE

Funeral leave with pay is granted up to three (3) days for an employee who actually attends the funeral of spouse, mother, father, son, daughter, step-children, brother or sister, and one (1) day for attending the funeral of mother-in-law, father-in-law, brother-in-law, sister-in-law or employee's and spouse's grandparents and grandchildren. Special circumstances may extend the leave with

the approval of the Department Head. In the event the Department Head approves extended funeral leave, the leave shall be counted as sick days for the employee.

ARTICLE XIX - WISCONSIN RETIREMENT FUND

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

ARTICLE XX - JURY DUTY

Employees who are required to serve as jury members and who present a voucher showing jury fees received will be paid the difference between the jury pay received and average straight-time earnings.

ARTICLE XXI - SEASONAL EMPLOYEES

Section 1. Seasonal employees are employees of less than one hundred twenty (120) days employment and shall not be subject to Article VI, Fair Share.

Section 2. The Employer shall have the right to employ seasonal employees. However, this provision shall not be used to reduce the number of regular full-time employees.

Section 3. The fringe benefits enumerated herein and seniority shall not inure to the benefit of seasonal employees.

ARTICLE XXII - TEMPORARY ASSIGNMENTS

It is understood that due to the small size of the Town's work units, the need sometimes arises for employees to temporarily perform tasks normally performed by others. Employees performing tasks normally performed by co-workers receiving a lower rate of pay will retain their rate of pay.

Whenever a bargaining unit employee works at the Town's request in a higher job classification than they are normally assigned for more than fifty percent (50%) of the time in any three (3) months period, that employee, upon written application to the Town, shall receive the difference in wages between the employee's job classification and the higher job classification for those hours actually worked in the higher job classification during said three (3) month period of time.

ARTICLE XXIII - REIMBURSEMENTS

Section 1. Mileage and Meals.

- A. **Mileage:** Employees shall be reimbursed at the IRS rate per mile for the use of private vehicles while performing the Town's approved business.
- B. **Meals:** Employees shall be reimbursed for meals as follows:
 - (1) Breakfast - \$ 5.00
 - (2) Lunch - \$ 9.00

(3) Dinner - \$15.00

It is understood that, wherever possible, employees will notify the supervisor prior to getting a meal for which reimbursement will be requested.

- C. In order to receive reimbursement, the employee must provide, in writing, the following information to the Town within two weeks following the time the expenses or mileage were incurred:

Purpose of business; Date; Time; Number of miles or meals and description of meal, i.e., breakfast.

Section 2. Education Reimbursement. The Town shall reimburse employees for the cost of tuition, fees, and required materials and/or books for courses or seminars attended which are job related provided that advance supervisory approval is obtained. Employees requesting reimbursements in excess of \$300.00 shall submit said requests by August 31 of the calendar year prior to the course. Employees requesting reimbursement of less than \$300.00 shall submit said requests at least 30 days prior to the start of the course. Requests for reimbursement shall be made on a form provided by the Employer. The supervisor will approve or deny the request within five (5) business days following submission of the request. The Town will provide its reason(s), in writing, for denying requests for reimbursement under this provision. The reimbursement shall in no event exceed \$1200 per employee per year. The Town shall reimburse the employee 50% of the costs of the approved tuition, fees, and required materials and/or books on the accounts payable cycle following submission of the approved form and expense receipts. The remainder would be reimbursed to the employee upon submission of evidence of successful completion (certificate of completion; "pass" if pass/fail; or if a grade is issued, a "solid" C or better); payable on the next accounts payable cycle. In the event the employee voluntarily leaves the employ of the Town within one year of successful completion of the course, the employee shall repay the Town 75% of the reimbursement; in the event the employee voluntarily leaves the employ of the Town within two years of successful completion of the course, the employee shall repay the Town 50% of the reimbursement. If the employee voluntarily leaves the employ of the Town more than two years following successful completion of the course, the employee shall not be required to repay any reimbursement.

ARTICLE XXIV - UNION REPRESENTATIVE

Section 1. The Union shall select one (1) vice-president and one (1) steward from the unit and notify the Town. Except as otherwise provided in this Agreement, the vice-presidents' and stewards' duties shall be limited to and not exceed investigation and presentation of grievances and transmission of written messages authorized by the Union.

Section 2. The vice-presidents and stewards shall be permitted reasonable time to investigate and present grievances without loss of time, or wherever practicable, grievance investigations shall be made during off hours.

Section 3. The Union Staff Representative, Vice President, and Steward shall have reasonable access to the employees during working hours, provided such access does not

interrupt the work of the employees. Whenever possible, the Staff Representative shall notify the Director of Public Works and/or Business Manager in advance of visitation.

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

ARTICLE XXV - SEPARABILITY

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

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

ARTICLE XXVI - TERMINATION

This Agreement shall become effective as of January 1, 2004, and shall remain in full force and effect until and including December 31, 2005, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to July 1, 2005, or at any 1st of July on any effective year thereafter.

Dated at Madison, Wisconsin this 18th day of March 2004.

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE TOWN OF MADISON:

[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX A - HOURLY WAGE RATES

Effective January 1, 2004

Position	Start	6 Months	18 Months	48 Months
Administrative Aid	14.12	14.81	16.23	16.51
Bookkeeper	14.47	15.19	16.64	16.93
Receptionist/Typist	13.53	14.21	15.52	15.80
Reception/Court Aide	13.96	14.65	15.96	16.24
Clerical, P.D.	14.12	14.80	16.22	16.50
Court Clerk	14.36	15.08	16.52	16.82
Lead Man - Public Works	17.67	17.93	19.62	19.94
Crewman - Public Works	15.72	16.13	17.83	18.15
Deputy Building Inspector	14.99	15.48	16.33	17.01

Effective July 1, 2004

Position	Start	6 Months	18 Months	48 Months
Administrative Aid	14.26	14.96	16.39	16.68
Bookkeeper	14.61	15.34	16.81	17.10
Receptionist/Typist	13.67	14.35	15.68	15.96
Reception/Court Aide	14.10	14.80	16.12	16.40
Clerical, P.D.	14.26	14.95	16.38	16.67
Court Clerk	14.50	15.23	16.69	16.99
Lead Man - Public Works	17.85	18.11	19.82	20.14
Crewman - Public Works	15.88	16.29	18.01	18.33
Deputy Building Inspector	15.14	15.63	16.49	17.18

APPENDIX A - HOURLY WAGE RATES (Continued)

Effective January 1, 2005

Position	Start	6 Months	18 Months	48 Months
Administrative Aid	14.40	15.11	16.55	16.85
Bookkeeper	14.76	15.49	16.98	17.27
Receptionist/Typist	13.81	14.49	15.84	16.12
Reception/Court Aide	14.24	14.95	16.28	16.56
Clerical, P.D.	14.40	15.10	16.54	16.84
Court Clerk	14.65	15.38	16.86	17.16
Lead Man - Public Works	18.03	18.29	20.02	20.34
Crewman - Public Works	16.04	16.45	18.19	18.51
Deputy Building Inspector	15.29	15.79	16.65	17.35

Effective July 1, 2005

Position	Start	6 Months	18 Months	48 Months
Administrative Aid	14.83	15.56	17.05	17.36
Bookkeeper	15.20	15.95	17.49	17.79
Receptionist/Typist	14.22	14.92	16.32	16.60
Reception/Court Aide	14.67	15.40	16.77	17.06
Clerical, P.D.	14.83	15.55	17.04	17.35
Court Clerk	15.09	15.84	17.37	17.67
Lead Man - Public Works	18.57	18.84	20.62	20.95
Crewman - Public Works	16.52	16.94	18.74	19.07
Deputy Building Inspector	15.75	16.26	17.15	17.87

SIDE LETTER AGREEMENT

BETWEEN

TOWN OF MADISON

AND

DANE COUNTY MUNICIPAL EMPLOYEES' UNION
LOCAL 60, AFSCME, AFL-CIO

Re: PEOPLE Checkoff

PEOPLE Checkoff: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statements showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

This side letter shall expire on December 31, 2005 unless extended by the parties in writing.

Dated this 18th day of March, 2004.

FOR THE UNION:

Lori Gentry
Wayne Schwanke
Carl J. [unclear]
[unclear]

FOR THE TOWN OF MADISON:

[unclear]
Kindert [unclear]
Donna Meier
[unclear]