# Agreement

**Between**

**City of Milwaukee**

**and**

**Association of Law Enforcement**

**Allied Services Personnel, Local #218**

**I.U.P.A., AFL-CIO**

**Police Support Services Personnel**

**January 1, 2004 through December 31, 2006**

ASSOCIATION OF LAW ENFORCEMENT
ALLIED SERVICES PERSONNEL, LOCAL #218
I.U.P.A., AFL-CIO
Police Support Services Personnel

Table of Contents

**PREAMBLE** ..... **1**

**ARTICLE 1** ..... **2**

DURATION OF AGREEMENT AND TIMETABLE ..... 2

**ARTICLE 2** ..... **2**

RECOGNITION ..... 2

**ARTICLE 3** ..... **4**

ORDINANCE AND RESOLUTION REFERENCE ..... 4

**ARTICLE 4** ..... **4**

SUBORDINATE TO LEGISLATIVE AUTHORITY ..... 4

**ARTICLE 5** ..... **5**

MANAGEMENT RIGHTS ..... 5

**ARTICLE 6** ..... **6**

GRIEVANCE AND ARBITRATION PROCEDURE ..... 6

**ARTICLE 7** ..... **13**

PROHIBITION OF STRIKES AND LOCKOUTS ..... 13

**ARTICLE 8** ..... **14**

BULLETIN BOARDS ..... 14

**ARTICLE 9** ..... **14**

NOTICES ..... 14

**ARTICLE 10** ..... **15**

NEGOTIATIONS ..... 15

**ARTICLE 11** ..... **15**

ASSOCIATION NEGOTIATING TIME ..... 15

**ARTICLE 12** ..... **16**

BANK OF HOURS FOR ASSOCIATION ACTIVITY ..... 16

**ARTICLE 13** ..... **17**

LIMITATIONS UPON ASSOCIATION ACTIVITY ..... 17

**ARTICLE 14** ..... **17**

SENIORITY FOR LAYOFF PURPOSES ..... 17

**ARTICLE 15** ..... **21**
JOINT LABOR/MANAGEMENT COMMITTEE ..... 21
**ARTICLE 16** ..... **21**
DUES AND FAIR-SHARE DEDUCTIONS ..... 21
**ARTICLE 17** ..... **23**
DEFINITIONS ..... 23
**ARTICLE 18** ..... **25**
BASE SALARY ..... 25
**ARTICLE 19** ..... **36**
HOURS OF WORK ..... 36
**ARTICLE 20** ..... **37**
LUNCH PERIOD ..... 37
**ARTICLE 21** ..... **37**
OVERTIME ..... 37
**ARTICLE 22** ..... **39**
SHIFT, WEEKEND, HOLIDAY DIFFERENTIAL, HOLIDAY PREMIUM AND COMMUNICATIONS TRAINING PAY ..... 39
**ARTICLE 23** ..... **41**
UNIFORM AND EQUIPMENT ALLOWANCE ..... 41
**ARTICLE 24** ..... **43**
SAFETY EQUIPMENT ..... 43
**ARTICLE 25** ..... **45**
TUITION AND TEXTBOOK REIMBURSEMENT ..... 45
**ARTICLE 26** ..... **47**
PENSION BENEFITS ..... 47
**ARTICLE 27** ..... **48**
LIFE INSURANCE ..... 48
**ARTICLE 28** ..... **51**
HEALTH INSURANCE ..... 51
**ARTICLE 29** ..... **64**
TERMINAL LEAVE ..... 64
**ARTICLE 30** ..... **65**
VACATIONS ..... 65
**ARTICLE 31** ..... **71**
HOLIDAYS ..... 71
**ARTICLE 32** ..... **72**
"09" DAYS ..... 72

**ARTICLE 33** ..... **73**
SICK LEAVE ..... 73
**ARTICLE 34** ..... **77**
UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE ..... 77
**ARTICLE 35** ..... **82**
INJURY PAY ..... 82
**ARTICLE 36** ..... **84**
FUNERAL LEAVE ..... 84
**ARTICLE 37** ..... **85**
MILITARY LEAVES ..... 85
**ARTICLE 38** ..... **89**
TIME OFF FOR JURY DUTY ..... 89
**ARTICLE 39** ..... **90**
ILLNESS IN FAMILY ..... 90
**ARTICLE 40** ..... **91**
COPIES OF MEMOS AND ORDERS ..... 91
**ARTICLE 41** ..... **91**
PARKING ALLOWANCE BENEFITS FOR ..... 91
POLICE ADMINISTRATION BUILDING EMPLOYEES ..... 91
**ARTICLE 42** ..... **96**
BUS FARE DISCOUNT PROGRAM ..... 96
**ARTICLE 43** ..... **96**
AMERICANS WITH DISABILITIES ACT (ADA) ..... 96
**ARTICLE 44** ..... **96**
LIMITATIONS ON BENEFITS ..... 96
**ARTICLE 45** ..... **97**
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT ..... 97
**ARTICLE 46** ..... **98**
WAIVER OF FURTHER BARGAINING ..... 98
**ARTICLE 47** ..... **98**
RETROACTIVE WAGE PAYMENTS ..... 98
**SIGNATURES** ..... **99**

## PREAMBLE

1. This Agreement, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the ASSOCIATION OF LAW ENFORCEMENT ALLIED SERVICES PERSONNEL, Local #218, (Police Support Services Personnel), IUPA, AFL-CIO, hereinafter referred to as "Association," as the representative of certain civilian non-supervisory employees of the City of Milwaukee in the Police Department.
2. The intent and purpose of this Agreement is to:
   a. Reach an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment;
   b. Acknowledge that this Agreement is a result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.
   c. Specify the full and complete understanding of the parties;
   d. Maintain undiminished and unimpaired the duties, obligations, or responsibilities of any agency or department of City government which is now expressly provided for respectively either by: state statute or charter ordinances of the City of Milwaukee.
   e. Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.
3. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this Agreement that is delegated to the City Common Council relating to: The Chief of Police and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes); The Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes); and any other statutes and laws applicable to the City.

## ARTICLE 1

## DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2004, and ending at 12:01 a.m. on January 1, 2007. This Agreement will terminate on January 1, 2007, unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2006, nor later than July 1, 2006, the Association shall give the City written notice in accordance with the NOTICES provision of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the WAIVER OF FURTHER BARGAINING provision of this Agreement.

## ARTICLE 2

## RECOGNITION

1. Except as provided for in paragraph 2 of this Article, below, the City recognizes the Association as the exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all regular full-time and regular part-time employees employed in the Police Department in the following classifications:

   Accounting Assistant I
   Accounting Assistant II
   Administrative Assistant I
   Administrative Assistant II
   Audiovisual Specialist I
   Audiovisual Specialist II
   Clerk Stenographer II
   Clerk Stenographer III
   Computer Operator I
   Computer Operator II
   Data Entry Operator I
   Data Entry Operator II
   Electronic Technician
   Graphic Designer I
   Graphic Designer II

Inventory Control Assistant I
Inventory Control Assistant II
Inventory Control Assistant III
Lead Offset Press Operator (Reclassified to Production Designer II, PP 18, 2001)
Lead Police Telecommunicator
Mail Processor
Microfilm Technician I
Office Assistant I
Office Assistant II
Office Assistant III
Office Assistant IV
Office Coordinator
Offset Press Operator I
Offset Press Operator II (Reclassified to Printer, PP18, 2001)
Parking Checker
Lead Parking Checker
Police Dispatcher
Police District Office Assistant
Police Services Specialist
Police Telecommunicator
Printer
Production Designer II
Seasonal Police Telecommunicator
Teller
Transcriptionist II
Transcriptionist III
Video Electronic Technician

2. In accordance with the Wisconsin Employment Relations Commission (WERC), certification of the Association bargaining unit dated January 25, 1983, law enforcement personnel having the power of arrest, Police Aides, Heating and Ventilating Mechanics, Maintenance Mechanics, Custodial Workers, Professional, Craft, confidential, managerial and supervisory employees are excluded from the Association bargaining unit. The following positions are excluded from the bargaining unit as confidential, managerial or supervisory employees:

All full-time clerical personnel assigned to the Professional Performance Division;
All full-time positions assigned to the Administration Bureau, the Personnel Division and the Payroll Section but not including positions assigned to the Medical Section;
One position assigned to the Assistant Chief of Police;
Two positions assigned to the Office of the Chief of Police;
Two positions assigned to the Budget and Finance Division.

3. The Association recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.

4. In the event a consolidation occurs in any City department, between City departments or units thereof, whose employees, in part or in whole, are within a recognized bargaining unit and the

consolidation results in a combining of the employees in the department who were members of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative, as determined by the WERC pursuant to the election, shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.

5. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and these positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit, then the employees appointed to these positions shall be deemed part of the bargaining unit, and they shall be represented by the Association and also be covered by this Agreement.

## ARTICLE 3

## ORDINANCE AND RESOLUTION REFERENCE

This Agreement contains benefits and the terms and conditions under which they are provided employees. The City may establish ordinances, resolutions and procedures to implement and administer these benefits. These ordinances, resolutions and procedures, as well as any other City ordinances or resolutions providing benefits to employees, shall not be deemed a part of this Agreement, nor shall they add to, modify, diminish or otherwise vary any of the benefits or obligations provided in this Agreement, unless the parties shall mutually consent in writing thereto. Other City ordinances and/or resolutions, or parts thereof, in effect on the execution date of this Agreement, as well as those adopted thereafter, that do not conflict with the specific provisions of this Agreement shall remain in force and effect.

## ARTICLE 4

## SUBORDINATE TO LEGISLATIVE AUTHORITY

In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Chief of Police, and the Fire and Police Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the Chief of Police, and the Fire and Police

Commission as they are provided for in Section 62.50 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes), then this Agreement shall be subordinate to such authority.

## ARTICLE 5

## MANAGEMENT RIGHTS

l. Except as specifically provided otherwise by this Agreement, any and all rights concerning the management and direction of the Police Department shall be the exclusive right of the City, and in particular, the Chief of Police and the Board of Fire and Police Commissioners.

2. Specifically, and without limitation by enumeration, the City, and in particular, the Chief of Police and the Board of Fire and Police Commissioners, shall have the following unrestricted rights:

   a. The Association recognizes the right of the City, and in particular, the Chief of Police and the Board of Fire and Police Commissioners, to operate and manage their affairs in all respects in accordance with the laws of Wisconsin, ordinances of the City, Constitution of the United States and Section 111.70 of Wisconsin Statutes. The Association recognizes the exclusive right of the Board of Fire and Police Commissioners and/or the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Agreement.

   b. The City has the exclusive right and authority to schedule and/or assign overtime work. It is intended that all such overtime work scheduled and/or assigned shall be performed by the employee. The Chief of Police shall have the sole right to authorized tradeoffs of work assignments.

   c. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless; it is intended that all such duties shall be performed by the employee.

   d. The City reserves the right to discipline or discharge for cause; except that with respect to discipline or discharge of a new City employee in an entrance level position classification during his/her probationary period, the employee may be disciplined or

discharged without cause. The City reserves the right to lay off personnel of the department.

e. The City shall determine work schedules and establish methods and processes by which such work is performed.

f. The City shall have the right to assign and/or transfer employees within the Police Department.

g. Except as otherwise specifically provided in this Agreement, the City, the Chief of Police and the Fire and Police Commission shall retain all rights and authority to which by law they are entitled.

h. The City shall have exclusive authority to transfer any or all of the operations of the Milwaukee Police Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the Association.

i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments.

j. The City shall have the authority, without prior negotiations, to consolidate operations within the Department or to reorganize within the Department.

k. The right of contracting or subcontracting is vested in the City.

3. The Association pledges cooperation in increasing the efficiency and effectiveness of the Police Department.

## ARTICLE 6

## GRIEVANCE AND ARBITRATION PROCEDURE

1. Grievance Procedure

a. The Grievance Procedure hereunder shall apply only to differences involving the interpretation, application or enforcement of the economic provisions of the rules and regulations of the Milwaukee Police Department affecting wages, hours or conditions of employment and of this Agreement during the probationary period of newly appointed City employees.

b. Grievances

(1) Only differences involving the interpretation, application or enforcement

of the provisions of this Agreement or the application of a rule or regulation of the Milwaukee Police Department affecting wages, hours or conditions of employment shall constitute a grievance under the provisions set forth below; except that such differences involving the following matters shall not constitute a grievance hereunder:

(a) Discharge or discipline of a probationary employee.

(b) Obligations of the City under Chapter 65, Wisconsin Statutes.

(c) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration.

(d) Approval of medical (or dental) claims filed by an employee, or medical (or dental) claims filed by an employee on behalf of his/her dependents.

(2) The Articles of this Agreement entitled: MANAGEMENT RIGHTS AND SUBORDINATE TO LEGISLATIVE AUTHORITY are intended to recognize the rights of the City, the Chief of Police and Fire and Police Commission and their responsibilities to the public. These Articles do not grant to the Association or its members any rights that may provide the basis for a grievance under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE.

c. The Grievance Procedure provided herein shall be the exclusive remedy for the employee.

d. Grievances over discipline shall be initiated at the level of the Grievance Procedure immediately above the level of the chain of command at which the discipline was administered, except that in cases of discipline administered by the Chief of Police, the grievance shall be initiated at Step 3 of the Grievance Procedure and be reviewed by the Chief of Police.

e. Grievances concerning Life Insurance or Health Insurance benefits, other than claims, shall be initiated at step 4 of the Grievance Procedure and be reviewed

by the City Labor Negotiator.

f. All grievances and grievance appeals shall be submitted on a form provided by the City. On this form, the Association shall provide the grievant's name, payroll number, District/Bureau/shift assignment and the date, time, location, nature of grievance, the specific provisions of this Agreement and/or rule and regulation of the Milwaukee Police Department allegedly violated, description of the incident(s) which gave rise to the grievance and the relief requested.

g. All appeals of duly filed grievances not submitted by the Association or employee (hereinafter referred to as "member") within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to provisions of this GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE. With the consent of the Association, the City Labor Negotiator may waive any of the steps contained in this Grievance and Arbitration Procedure for grievances involving economic matters; this waiver provision shall not apply to grievances over matters of Departmental discipline.

h. STEPS IN THE GRIEVANCE PROCEDURE

STEP 1.

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his/her Association Steward. The Association Steward shall meet with the grievant and if the grievant so desires and the Association Steward so determines, the Association Steward shall present the written grievance to the commanding officer of the District or Bureau in which the grievant serves within twenty (20) days of the occurrence of the incident leading to the grievance. The commanding officer, if deems it appropriate, may discuss the grievance with the grievant's immediate supervisor and thereafter shall set a hearing on the grievance at a date and time mutually agreed upon, during which hearing the grievant shall be afforded the opportunity to present his/her position and if he/she so desires,

may be represented at the hearing by his/her Association Steward. Following the hearing, the commanding officer shall answer the grievance in writing, setting forth the reasons for his/her decision with respect to the grievance and submit copies thereof to the grievant and to his/her Association Steward within fifteen (15) days of receipt of the written grievance.

STEP 2.

If the grievance is not resolved in Step 1., above, the ALEASP Grievance Committee Chairperson, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, may, within fifteen (15) days of the receipt of the decision of the commanding officer, appeal said decision to a panel of not more than three, designated by the Chief of Police. Failure to appeal said decision within said period of time shall constitute a settlement of the grievance. Said appeal shall be in writing and shall be submitted to the Bureau of Personnel and therein a request shall be made for a meeting with said panel to consider the decision of the commanding officer. The panel and ALEASP Grievance Committee Chairperson, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, shall meet at a mutually agreeable time. The grievant shall be entitled to be present at such appeal meeting and shall have the right to be represented by the Grievance Committee Chairperson, or his/her designee who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, and the parties shall discuss the commanding officer's decision in good faith and attempt to resolve the matter. Within thirty (30) days of receipt of the written appeal to the grievance, said panel shall, in writing, advise the Grievance Committee Chairperson, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, and the grievant of its determination with respect to the grievance setting forth the reasons for its decision.

STEP 3.

If the grievance is not resolved in Step 2., above, the Chairperson of the ALEASP Grievance Committee, or his/her designee, who shall be a member of the

ALEASP bargaining unit or ALEASP Business Representative, may, within fifteen (15) days of receipt of the answer from the Chief's panel, appeal the grievance to the Chief. Failure to appeal said answer within this prescribed period of time shall constitute a settlement of the grievance. Such appeal shall be in writing and therein a request should be made for a meeting between the Chief of Police, the grievant and the Chairperson of the ALEASP Grievance Committee, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within thirty (30) days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the Chief shall, in writing, advise the Chairperson of the ALEASP Grievance Committee or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, and the grievant as to the Chief's decision with respect to the grievance.

STEP 4

If the grievance does not involve a matter of Departmental discipline and is not resolved in Step 3 above, the Chairperson of the ALEASP Grievance Committee, or his/her designee, who shall be a member of the ALEASP Bargaining Unit or ALEASP Business Representative, may, within fifteen (15) calendar days of receipt of the answer from the Chief of Police, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairperson of the ALEASP Grievance Committee, or his/her designee who shall be a member of the ALEASP Bargaining Unit or ALEASP Business Representative. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within thirty (30) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the City Labor

Negotiator, shall, in writing, advise the Chairperson of the ALEASP Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If an Association grievance is not settled at the fourth step, the Association may proceed to final and binding arbitration as hereinafter provided.

2. GRIEVANCE ARBITRATION

a. Final and binding arbitration may be initiated by serving upon the Chief of Police and City Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration within 30 days of receipt of the third step answer in matters of Departmental discipline, or the fourth step answer, in all other matters. Said notice shall identify the grievance and the employee(s) involved.

b. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.

c. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Milwaukee Police Department, the Chief of Police or his or her representative shall be permitted to participate in the proceeding and to state the Department's position on the dispute.

d. The arbitrator shall neither add to, detract from nor modify the language of the Agreement or of the rules and regulations in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.

e. The arbitrator shall expressly confine himself/herself to the precise issues submitted for

arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

f. In reviewing any difference over application of a departmental rule or regulation under this grievance and arbitration procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Chief of Police under Section 62.50, Wisconsin Statutes, as this Section reads on the execution date of this Agreement. The arbitrator shall not impair the ability of the Chief of Police to operate the department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, as this Section reads on the execution date of this Agreement, nor shall he/she impair the authority of the Chief of Police to maintain, establish and modify rules and regulations for the operation of the Police Department, provided such rules and regulations are not in violation of the specific provisions of this Agreement. In addition, the arbitrator shall not prohibit the Chief of Police from executing departmental rules and regulations in a fair and equitable manner.

g. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

h. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing, subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.

i. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

j. The arbitrator shall submit in writing his/her award to the parties.

## ARTICLE 7

## PROHIBITION OF STRIKES AND LOCKOUTS

1. During the term of this Agreement, or any extension thereof, neither the Association, its officers or agents, nor any employees covered by this Agreement shall engage in, cause, condone, counsel, permit or support any strikes, sympathy strikes, wildcat strikes, work slowdowns, work speedups, mass absenteeism, mass use of sick leave, or any acts or actions that will disrupt, impede or otherwise impair the duties and/or responsibilities of any City employee or of the Police Department.
2. During the term of this Agreement or any extension thereof, whenever the City Labor Negotiator determines that the Association or any of its members are violating the obligations set forth in paragraph 1 of this Article, the City Labor Negotiator shall notify the Association that a prohibited action is in progress.
3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, the Association shall, within sixteen hours of such notification, disavow the prohibited activity, order its member or members in writing to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity. If the Association does not disavow the prohibited activity, the City will not make any payments to the Association under the DUES AND FAIR SHARE DEDUCTIONS provision of this Agreement for the biweekly pay period in which the prohibited activity occurs.
4. If the Association disavows the prohibited activity, the City shall not hold the Association financially responsible and the Association shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants. Such penalties may include but are not limited to:
   a. Discharge
   b. Loss of compensation, vacation benefits or holiday benefits.
5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).

6. There shall be no lockout by the City during the term of this Agreement.

## ARTICLE 8

## BULLETIN BOARDS

The Association will furnish bulletin boards that have been approved by the City at the following locations: each district station, Criminal Investigation Bureau, Identification Division, Police Academy, Traffic Section Central Records Division, Communications Division, Prisoner Processing Section and lunch room (2nd floor) of the Police Administration Building. The material being placed upon such boards shall consist of official announcements of the Association, announcements of social events, Association election campaign material (provided that such material is non-controversial), results of Association elections, calls for Association elections; other matters require the advance approval of the commander of the station or the bureau. It shall be the duty of the Association to keep the boards current and to remove obsolete material; the Association shall assign one or more stewards to each location for this purpose.

## ARTICLE 9

## NOTICES

1. All notices required to be sent by the Association to the City shall be sent in writing by certified mail to the City Labor Negotiator.
2. All notices required to be sent by the City to the Association shall be sent in writing by certified mail to the offices of the Association.
3. Subject to their mutual consent, the City and Association may waive the certified mail requirements provided above where they deem it appropriate.
4. If either party to this Agreement intends to file an action against the other party with the WERC, it shall provide the other party with a copy of the documents filed with the WERC in the matter at the same time it serves notice of its action pursuant to applicable legal requirements. If the action is filed by the Association, such copy shall be provided to the City Labor Negotiator; if it is filed by the City, such copy shall be provided to the president of the Association.

## ARTICLE 10

## NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

## ARTICLE 11

## ASSOCIATION NEGOTIATING TIME

1. The Association shall provide the City Labor Negotiator with the names of the members of its Executive Board and the names of those Board members who will comprise the Association Negotiating Committee.
2. Subject to the terms and conditions hereinafter provided, members of the Association Negotiating Committee shall be entitled to paid time off computed at straight time (1X) rates for authorized City/Association negotiating meetings. The amount of paid time off provided shall be limited to the length of each authorized City/Association negotiating meeting, including reasonable travel time from site of employment to site of meeting, but in no event shall payment be made for time greater than 8 hours per day.
3. For each authorized City/Association Negotiating Meeting, the Association shall provide the City Labor Negotiator with the names of the Association Bargaining Committee members who are attending the meeting and who are to be covered by the provisions of this Article. These names shall be provided sufficiently in advance of the meeting to permit the City Labor Negotiator to give reasonable advance notice to the Chief of Police of the meeting.
4. Reimbursement
    a. Each month, the Association shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month, provided, however, that during the term of this agreement, 150 hours shall not be reimbursed by the Association.
    b. Each month, the Association shall also reimburse the City an amount equivalent to the overtime premium (1/2X) paid employees required to work overtime as a result of

members utilizing paid time off under the provisions of this Article during such month. The Police Department Administration shall determine the amount of overtime premium owed the City.

c. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the Association is in non-compliance with the reimbursement requirements provided by paragraph 4 of this Article, above.

5. The City Labor Negotiator shall interpret and administer the provisions of this Article.

## ARTICLE 12

## BANK OF HOURS FOR ASSOCIATION ACTIVITY

The Association shall advise the City of the names of the members of its Executive Board. Such members, in aggregate, shall be entitled to a maximum of 750 hours paid time off per calendar year during calendar years 2004, 2005 and 2006, subject to the following terms and conditions:

1. Such paid time off shall be limited to Association membership meetings, Executive Board meetings, Steward meetings, to serve as requested in representing Association members and for the attendance at authorized meetings of City Boards, Commissions and Committees.
2. Except as provided in paragraphs 3 and 4 of this Article, the Association shall provide the Chief of Police with written notice of each such meeting and the members to be released on account thereof. Seven days' notice shall be provided for all but two meetings during a calendar year. For two meetings, written notice of not less than 24 hours may be given. In the event that notice meeting the requirements herein is not given, the Chief of Police shall not be obligated to release members for a meeting.
3. For each authorized meeting of a City Board, Commission or Committee, the Association shall provide the Chief of Police with written advance notice of not less than 24 hours for such meeting and the Executive Board members to be released on account thereof.
4. A representative of the Association shall be permitted to be present during investigatory sessions involving the interrogation of any member of the bargaining unit which may objectively lead to discipline or discharge of the member for the purpose of providing appropriate representation.
5. In the event that the Association's business agent is not available to meet with the Chief or with

the panel on an Association member's grievance, the Association may designate a substitute for such meetings. If the substitute is a member of the bargaining unit, he/she must work in the Police Administration Building. The time used in these meetings shall not be deducted from the Bank of Hours for Association Activity.

6. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.

7. The Association shall reimburse the City for all hours of paid time off utilized under this Article in excess of 85 hours in any calendar year in the following manner:

   a. Each month, the Association shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month.

   b. Each month, the Association shall also reimburse the City an amount equivalent to the overtime premium (1/2X) paid employees required to work overtime as a result of members utilizing paid time off under the provisions of this Article during such month. The Police Department Administration shall determine the amount of overtime premium owed the City.

   c. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the Association is in non-compliance with the reimbursement requirements provided by paragraphs 7-a. and/or 7-b. of this Article.

## ARTICLE 13

## LIMITATIONS UPON ASSOCIATION ACTIVITY

1. No Association member or officer shall conduct any Association business on City time except as specified in this Agreement or as authorized by the Chief of Police or the City Labor Negotiator.

2. No Association meeting shall be held on City time nor on City property.

## ARTICLE 14

## SENIORITY FOR LAYOFF PURPOSES

1. Seniority for layoff purposes is the relative status of an employee based upon the date of regular appointment to the current job classification within the Police Department. Except as provided

in paragraph 3, below, in case of a reduction of an affected employee to a lower classification, the seniority of the affected employee is based upon the initial date of appointment to the Police Department.

2. Upon a reduction in confidential positions, such an employee affected may be returned to the job classification he/she previously held in the bargaining unit or is qualified to hold as provided in paragraph 8 of this Article, below.

3. Except as provided in paragraph 9, below, the seniority date of employees who return from a management or supervisory position to a position in the bargaining unit shall be adjusted to exclude any time spent in a position not represented by the Association.

4. Should the City find it necessary to effect a reduction in its work force, it shall give the Association notice and in no case less than four (4) weeks prior to the effective date of the layoff of the initially affected employees. The City and the Association shall meet within five (5) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Association with a current seniority list of bargaining unit employees in the Police Department.

5. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Association immediately of the situation and shall meet with the Association within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.

6. Except as provided in paragraph 7 of this Article, below, when it becomes necessary to reduce the work force in a particular job classification, the employee with the least seniority in the job classification shall be laid off. The affected employee may displace the least senior employee holding the job classification which the affected employee previously held if:

   a. The affected employee has more seniority.

   b. The affected employee is capable of performing the job of the employee with lesser seniority.

   c. The position to which the employee transfers is in the same or lower pay range than the affected employee currently holds.

7. When it becomes necessary to reduce the workforce of Police Services Specialists, the Chief of

Police shall retain the discretion of determining who among the Police Services Specialists will be retained, based upon the Chief's judgement of the level of expertise sufficient to allow for an optimal match of individual qualifications needed to perform the Police Services Specialists assignments that, as determined by the Chief of Police, will continue to be staffed.

8. When an employee with insufficient seniority has, in the judgment of the Chief of Police and the Association, an obvious ability to perform a related job within the Police Department in the same or lower pay range held by an employee or employees with lesser seniority than the employee, the Chief of Police and Association may discuss and determine placement of the affected employee in such job classification. When these conditions are met and the Chief of Police and the Association are in a disagreement, an affected employee, who meets minimum qualifications, shall be given, upon request, an appropriate qualifying examination and/or appropriate physical examination, as the case may be, and the employee shall be allowed to take a transfer or reduction in rank if the employee achieves a passing grade. For purposes of construction and interpretation of this provision, the classifications within the following category shall be deemed "related jobs":

Clerk Stenographer II
Clerk Stenographer III
Office Assistant I
Office Assistant II
Office Assistant III
Office Assistant IV
Office Coordinator
Police District Office Assistant
Transcriptionist II
Transcriptionist III

9. Seniority shall be broken if an employee:

a. Retires.

b. Resigns from the Police Department.

c. Is discharged and the discharge is not reversed.

d. Is not recalled from a layoff for a period of three (3) years if the layoff results in a

discontinuation of the employee's service with the Police Department.

e. Is recalled from a layoff and does not report for work within three (3) calendar weeks.

f. Does not return at the expiration of a leave of absence.

g. Successfully completes the probationary period for a position outside the bargaining unit.

10. A senior employee who elects to take a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the lower pay range of the position elected. In no event shall an employee be paid in excess of the rate of pay he/she was earning prior to his/her reduction.

11. When an employee, who has been reduced in rank from a position he/she previously held, is recalled to a job classification in a pay level above his/her current position but lower than the pay level of the original position, he/she will be paid at a rate nearest the rate paid in the original position. In no event, shall an employee, by application of this clause, be paid in excess of the rate of pay he/she was earning prior to his/her reduction.

12. Recall to the job classification a laid-off employee held shall be by application of seniority in reverse order of layoff. An employee who has not qualified for a lower rated job shall not be recalled until the position he/she held at the time of his/her layoff again becomes available.

13. Employees in an affected job classification having the same starting date shall have their seniority status determined by their examination grade and where grades do not prevail, seniority shall be determined by lot at the City Labor Negotiator's office with an Association representative present.

14. An employee hired on an exempt basis by the Police Department directly into a manpower program or training project, such as the Comprehensive Employment Training Act, which depends for its continued existence on the availability to the Police Department of federal or state funds, is not to be regarded as subject to the protection of the provisions of this Article. However, an employee transferred into a manpower program or training project shall maintain his/her seniority during the course of his/her service in a manpower program or training project and shall be regarded as subject to the protection of the provisions of this Article.

15. An employee hired or promoted by the Police Department on a regular appointment basis into a program or project which depends for its continued existence on the availability to the Police

Department of federal or state funds shall be regarded as subject to the protection of the provisions of this Article. An employee who is transferred into one of these programs or projects who has attained regular status at the time of entry into the program or project shall continue to maintain his/her seniority during the course of his/her service in the program or project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the Police Department of federal or state funds shall be subject to the protection of the provisions of this Article upon mutual consent of the City and the Association.

## ARTICLE 15

## JOINT LABOR/MANAGEMENT COMMITTEE

Labor/Management committees shall be established, as needed, and shall continue to exist by mutual agreement of the Union and the City. Committees shall consist of an equal number of representatives of the Union and of the Chief of Police, such number being determined by mutual agreement. The committees' recommendations, if any, shall be by consensus and shall be made to the City Labor Negotiator. Such recommendations shall be advisory only and shall not be binding on the parties. Time used for Labor/Management meetings by Association members shall not be subject to the BANK OF HOURS provision of this Agreement.

## ARTICLE 16

## DUES AND FAIR-SHARE DEDUCTIONS

1. An employee may authorize the City to deduct Association dues from his/her paycheck by executing an authorization card and submitting it to a City designated administrator. The checkoff shall become effective two (2) pay periods following the date the employee's executed authorization card is received by the City designated administrator.
2. No employee represented by the Association is required to join the Association. However, membership in the Association is open to all employees represented by the Association who choose to join and comply with the constitution and by-laws of the Association. No employee will be denied membership in the Association because of race, ethnic origin, sex or religious affiliation.

3. The City will deduct from the biweekly earnings of all employees represented by the Association, who have not authorized dues deductions by dues deduction cards, a fair-share amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by amount of dues uniformly required of all members of the Association.
4. The City will deduct dues payments of Association members and fair-share payments of non-members from their biweekly pay check and remit these sums to the Association Treasurer within ten (10) calendar days after the payday from which the deduction was made.
5. The City will not deduct the dues payments or fair-share payments of any employee in a two-week pay period unless the employee is represented by the Association for at least seven calendar days in such pay period.
6. No dues or fair-share deductions will be made from the earnings of managerial, supervisory or confidential employees.
7. The City reserves the right to stop, withhold or modify dues deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
8. The Association will refund to the City any amount paid to the Association in error on account of the Dues and Fair-Share Deduction provision.
9. The Association shall file a report with the Division of Labor Relations certifying the amount of employee dues deduction or fair-share deduction that is required of all employees represented by the Association. Changes in Association membership dues or fair-share amounts to be deducted shall be certified by the Association and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
10. The Association shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues of fair-share deductions or the interpretation, application or enforcement of this provision.

11. The Association will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Association.

## ARTICLE 17

## DEFINITIONS

1. "Active Service"

   "Active Service," as used herein, shall mean the performance of assigned duties in accordance with the HOURS OF WORK provision of this Agreement and shall include time spent by employees on paid leave as provided for herein but shall not include any time spent by employees on leave without pay. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

2. "Length of Service"

   "Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while on the City payroll as a paid full-time employee (averaging 40 or more hours per week) or paid half-time employee (averaging 20 hours per week on a year-around basis in a position which is budgeted half-time) prior to the execution date of this Agreement. Except that length of service for a Police Services Specialist shall only include the duration of time a Police Services Specialist was in active service as a Police Services Specialist, and not any prior time spent on the City or Police Department payroll.

3. "Employees Covered By This Agreement"

   Employees employed in the Milwaukee Police Department, in active service in the following position classifications and not in one of the positions excluded from the bargaining unit in the RECOGNITION provision of this Agreement, shall be covered by this Agreement during its term so long as they remain in active service and within such classifications:

   Accounting Assistant I
   Accounting Assistant II
   Administrative Assistant I
   Administrative Assistant II
   Audiovisual Specialist I
   Audiovisual Specialist II
   Clerk Stenographer II

Clerk Stenographer III
Computer Operator I
Computer Operator II
Data Entry Operator I
Data Entry Operator II
Electronic Technician
Graphic Designer I
Graphic Designer II
Inventory Control Assistant I
Inventory Control Assistant II
Inventory Control Assistant III
Lead Offset Press Operator (Reclassified to Production Designer II, PP18,2001)
Lead Police Telecommunicator
Mail Processor
Microfilm Technician I
Office Assistant I
Office Assistant II
Office Assistant III
Office Assistant IV
Office Coordinator
Offset Press Operator I
Offset Press Operator II (Reclassified to Printer, PP 18, 2001)
Parking Checker
Printer
Production Designer II
Lead Parking Checker
Police District Office Assistant
Police Dispatcher
Police Services Specialist
Police Telecommunicator
Seasonal Police Telecommunicator
Teller
Transcriptionist II
Transcriptionist III
Video Electronic Technician

4. "Employees," as used herein, shall mean employees covered by this Agreement as herein before defined.

5. "Half-time employee," as used herein, shall mean an employee who works an average of 20 hours per week on a year-around basis in a position which is budgeted as half-time or more.

6. "City" as used herein, shall include any person, agent or instrumentality acting on behalf of the City within the scope of its authority, express or implied.

## ARTICLE 18

## BASE SALARY

1. Commencing Pay Period 1, 2004 (December 21, 2003), the biweekly base salary paid to employees shall be as follows:

A. Printer

Step 1 $1,428.68
Step 2 $1,463.69
Step 3 $1,503.50
Step 4 $1,546.92
Step 5 $1,607.35

B. Electronic Technician, Video Electronic Technician

Step 1. $1,679.45 Step 4. $1,935.45
Step 2. $1,760.75 Step 5. $2,029.18
Step 3. $1,846.04 Step 6. $2,127.44

C. Offset Press Operator I

Step 1. $1,017.43 Step 5. $1,183.93
Step 2. $1,089.24 Step 6. $1,208.17
Step 3. $1,135.39 Step 7. $1,248.30
Step 4. $1,159.71

D. Inventory Control Assistant I

Step 1. $1,132.34 Step 4. $1,260.77
Step 2. $1,208.17 Step 5. $1,301.51
Step 3. $1,235.72

E. Microfilm Technician I

Step 1. $1,183.59 Step 4. $1,260.43
Step 2. $1,207.84 Step 5. $1,301.17
Step 3. $1,235.43

F. Inventory Control Assistant II, Offset Press Operator II

Step 1. $1,235.43 Step 4. $1,318.25
Step 2. $1,260.43 Step 5. $1,361.97
Step 3. $1,288.59

G. Inventory Control Assistant III, Lead Offset Press Operator

| | |
|---|---|
| Step 1. $1,260.77 | Step 4. $1,349.78 |
| Step 2. $1,288.94 | Step 5. $1,395.17 |
| Step 3. $1,318.59 | |

H. Office Assistant I

| | |
|---|---|
| Step 1. $ 876.41 | Step 5. $1,020.53 |
| Step 2. $ 943.87 | Step 6. $1,041.80 |
| Step 3. $ 982.69 | Step 7. $1,062.98 |
| Step 4. $1,000.90 | Step 8. $1,096.77 |

I. Data Entry Operator I

| | |
|---|---|
| Step 1. $ 976.71 | Step 5. $1,071.74 |
| Step 2. $ 992.56 | Step 6. $1,092.98 |
| Step 3. $1,033.83 | Step 7. $1,114.25 |
| Step 4. $1,051.99 | Step 8. $1,147.95 |

J. Office Assistant II, Police District Office Assistant*, Transcriptionist II*

| | |
|---|---|
| Step 1. $1,017.40 | Step 6. $1,157.03 |
| Step 2. $1,040.50 | Step 7.* $1,184.64 |
| Step 3. $1,084.23 | Step 7.a $1,197.21 |
| Step 4. $1,108.53 | Step 8.* $1,209.58 |
| Step 5. $1,132.79 | Step 9.* $1,250.30 |

K. Clerk Stenographer II, Data Entry Operator II

| | |
|---|---|
| Step 1. $1,069.03 | Step 5. $1,183.93 |
| Step 2. $1,089.24 | Step 6. $1,208.17 |
| Step 3. $1,135.39 | Step 7. $1,248.30 |
| Step 4. $1,159.71 | |

L. Mail Processor

| | |
|---|---|
| Step 1. $1,068.71 | Step 5. $1,183.59 |
| Step 2. $1,088.97 | Step 6. $1,209.24 |
| Step 3. $1,135.07 | Step 7. $1,237.36 |
| Step 4. $1,159.38 | Step 8. $1,279.60 |

M. Office Assistant III, Police Telecommunicator, Transcriptionist III*

| | |
|---|---|
| Step 1. $1,157.03 | Step 5. $1,279.95 |
| Step 2. $1,184.64 | Step 6.* $1,311.22 |
| Step 3. $1,209.58 | Step 7.* $1,344.03 |
| Step 4. $1,237.71 | |

N. Accounting Assistant I, Administrative Assistant I, Clerk Stenographer III

| | |
|---|---|
| Step 1. $1,208.17 | Step 4 $1,288.94 |
| Step 2. $1,235.72 | Step 5. $1,331.16 |
| Step 3. $1,260.77 | |

O. Lead Police Telecommunicator

| | |
|---|---|
| Step 1. $1,247.32 | Step 4. $1,330.15 |
| Step 2. $1,272.36 | Step 5. $1,373.89 |
| Step 3. $1,300.51 | |

P. Accounting Assistant II, Administrative Assistant II, Office Assistant IV, Office Assistant IV (Transcription Unit Group Leader, day shift)*, Teller

| | |
|---|---|
| Step 1. $1,260.77 | Step 5. $1,395.17 |
| Step 2. $1,288.94 | Step 6.* $1,426.89 |
| Step 3. $1,318.59 | Step 7.* $1,459.72 |
| Step 4. $1,349.78 | |

Q. Office Coordinator

| | |
|---|---|
| Step 1. $1,349.41 | Step 4. $1,457.09 |
| Step 2. $1,382.25 | Step 5. $1,512.32 |
| Step 3. $1,417.31 | |

R. Police Dispatcher

| | |
|---|---|
| Step 1. $1,286.67 | Step 5. $1,504.23 |
| Step 2. $1,318.95 | Step 6. $1,589.07 |
| Step 3. $1,377.46 | Step 7. $1,653.20 |
| Step 4. $1,439.45 | Step 8. $1,716.98 |

S. Parking Checker

| | |
|---|---|
| Step 1. $1.072.83 | Step 4. $1,228.37 |
| Step 2. $1,174.81 | Step 5. $1,258.73 |
| Step 3. $1,201.60 | Step 6 $1,298.99 |

T. Lead Parking Checker

| | |
|---|---|
| Step 1. $1,222.26 | Step 4. $1,349.91 |
| Step 2. $1,263.33 | Step 5. $1,408.09 |
| Step 3. $1,305.85 | |

U. Audiovisual Specialist I, Computer Operator I

Step 1. $1,208.17 Step 4. $1,288.94
Step 2. $1,235.72 Step 5. $1,331.16
Step 3. $1,260.77

V. Audiovisual Specialist II, Computer Operator II, Graphic Designer I

Step 1. $1,260.77 Step 4. $1,349.78
Step 2. $1,288.94 Step 5. $1,395.17
Step 3. $1,318.59

W. Graphic Designer II, Production Designer II

Step 1. $1,457.09 Step 4. $1,591.91
Step 2. $1,499.74 Step 5. $1,656.61
Step 3. $1,544.19

X. Police Telecommunicator (Seasonal) (Hourly Rate)

Step 1. $11.53 Step 4. $13.49
Step 2. $12.16 Step 5. $14.31
Step 3. $12.83

Y. Police Services Specialist (Hourly Rate)

Step 1. $12.72
Step 2. $13.04

2. Commencing Pay Period 1, 2005 (December 19, 2004, the biweekly base salary paid to employees shall be as follows:

A. Printer

Step 1 $1,471.54
Step 2 $1,507.60
Step 3 $1,548.61
Step 4 $1,593.33
Step 5 $1,655.57

B. Electronic Technician, Video Electronic Technician

Step 1. $1,729.83 Step 4. $1.993.51
Step 2. $1,813.57 Step 5. $2,090.06
Step 3. $1,901.42 Step 6. $2,191.26

C. Offset Press Operator I

| | |
|---|---|
| Step 1. $1,047.95 | Step 5. $1,219.45 |
| Step 2. $1,121.92 | Step 6. $1,244.42 |
| Step 3. $1,169.45 | Step 7. $1,285.75 |
| Step 4. $1,194.50 | |

D. Inventory Control Assistant I

| | |
|---|---|
| Step 1. $1,166.31 | Step 4. $1,298.59 |
| Step 2. $1,244.42 | Step 5. $1,340.56 |
| Step 3. $1,272.79 | |

E. Microfilm Technician I

| | |
|---|---|
| Step 1. $1,219.10 | Step 4. $1,298.24 |
| Step 2. $1,244.08 | Step 5. $1,340.21 |
| Step 3. $1,272.49 | |

F. Inventory Control Assistant II, Offset Press Operator II

| | |
|---|---|
| Step 1. $1,272.49 | Step 4. $1,357.80 |
| Step 2. $1,298.24 | Step 5. $1,402.83 |
| Step 3. $1,327.25 | |

G. Inventory Control Assistant III, Lead Offset Press Operator

| | |
|---|---|
| Step 1. $1,298.59 | Step 4. $1,390.27 |
| Step 2. $1,327.61 | Step 5. $1,437.03 |
| Step 3. $1,358.15 | |

H. Office Assistant I

| | |
|---|---|
| Step 1. $ 902.70 | Step 5. $1,051.15 |
| Step 2. $ 972.19 | Step 6. $1,073.05 |
| Step 3. $1,012.17 | Step 7. $1,094.87 |
| Step 4. $1,030.93 | Step 8. $1,129.67 |

I. Data Entry Operator I

| | |
|---|---|
| Step 1. $1,006.01 | Step 5. $1,103.89 |
| Step 2. $1,022.34 | Step 6. $1,125.77 |
| Step 3. $1,064.84 | Step 7. $1,147.68 |
| Step 4. $1,083.55 | Step 8. $1,182.39 |

J. Office Assistant II, , Police District Office Assistant*, Transcriptionist II*

| | |
|---|---|
| Step 1. $1,047.92 | Step 6. $1,191.74 |
| Step 2. $1.071.72 | Step 7.* $1,220.18 |

| | |
|---|---|
| Step 3. $1,116.76 | Step 7a. $1,233.13 |
| Step 4. $1,141.79 | Step 8.* $1,245.87 |
| Step 5. $1,166.77 | Step 9.* $1,287.81 |

K. Clerk Stenographer II, Data Entry Operator II

| | |
|---|---|
| Step 1. $1,101.10 | Step 5. $1,219.45 |
| Step 2. $1,121.92 | Step 6. $1,244.42 |
| Step 3. $1,169.45 | Step 7. $1,285.75 |
| Step 4. $1,194.50 | |

L. Mail Processor

| | |
|---|---|
| Step 1. $1,100.77 | Step 5. $1,219.10 |
| Step 2. $1,121.64 | Step 6. $1,245.52 |
| Step 3. $1,169.12 | Step 7. $1,274.48 |
| Step 4. $1,194.16 | Step 8. $1,317.99 |

M. Office Assistant III, Police Telecommunicator, Transcriptionist III*

| | |
|---|---|
| Step 1. $1,191.74 | Step 5. $1,318.35 |
| Step 2. $1,220.18 | Step 6.* $1,350.56 |
| Step 3. $1,245.87 | Step 7.* $1,384.35 |
| Step 4. $1,274.84 | |

N. Accounting Assistant I, Administrative Assistant I, Clerk Stenographer III

| | |
|---|---|
| Step 1. $1,244.42 | Step 4. $1,327.61 |
| Step 2. $1,272.79 | Step 5. $1,371.09 |
| Step 3. $1,298.59 | |

O. Lead Police Telecommunicator

| | |
|---|---|
| Step 1. $1,284.74 | Step 4. $1,370.05 |
| Step 2. $1,310.53 | Step 5. $1,415.11 |
| Step 3. $1,339.53 | |

P. Accounting Assistant II, Administrative Assistant II, Office Assistant IV, Office Assistant IV (Transcription Unit Group Leader, day shift)*, Teller

| | |
|---|---|
| Step 1. $1,298.59 | Step 5. $1,437.03 |
| Step 2. $1,327.61 | Step 6.* $1,469.70 |
| Step 3. $1,358.15 | Step 7.* $1,503.51 |
| Step 4. $1,390.27 | |

Q. Office Coordinator

| | |
|---|---|
| Step 1. $1,389.89 | Step 4. $1,500.80 |
| Step 2. $1,423.72 | Step 5. $1,557.69 |
| Step 3. $1,459.83 | |

R. Police Dispatcher

| | |
|---|---|
| Step 1. $1,325.27 | Step 5. $1,549.36 |
| Step 2. $1,358.52 | Step 6. $1,636.74 |
| Step 3. $1,418.78 | Step 7. $1,702.80 |
| Step 4. $1,482.63 | Step 8. $1,768.49 |

S. Parking Checker

| | |
|---|---|
| Step 1. $1,105.01 | Step 4. $1,265.22 |
| Step 2. $1,210.05 | Step 5. $1,296.49 |
| Step 3. $1,237.65 | Step 6. $1,337.96 |

T. Lead Parking Checker

| | |
|---|---|
| Step 1. $1,258.93 | Step 4. $1,390.41 |
| Step 2. $1,301.23 | Step 5. $1,450.33 |
| Step 3. $1,345.03 | |

U. Audiovisual Specialist I, Computer Operator I

| | |
|---|---|
| Step 1. $1,244.42 | Step 4. $1,327.61 |
| Step 2. $1,272.79 | Step 5. $1,371.09 |
| Step 3. $1,298.59 | |

V. Audiovisual Specialist II, Computer Operator II, Graphic Designer I

| | |
|---|---|
| Step 1. $1,298.59 | Step 4. $1,390.27 |
| Step 2. $1,327.61 | Step 5. $1,437.03 |
| Step 3. $1,358.15 | |

W. Graphic Designer II, Production Designer II

| | |
|---|---|
| Step 1. $1,500.80 | Step 4. $1,639.67 |
| Step 2. $1,544.73 | Step 5. $1,706.31 |
| Step 3. $1,590.52 | |

X. Police Telecommunicator (Seasonal) (Hourly Rate)

| | |
|---|---|
| Step 1. $11.88 | Step 4. $13.89 |
| Step 2. $12.52 | Step 5. $14.74 |
| Step 3. $13.21 | |

Y. Police Services Specialist 1/ (Hourly Rate)

Step 1. $13.10

Step 2. $13.43
Step 3. $13.77

1/ Effective the pay period following execution of the 2004-2006 Agreement, active employees who have completed one year of service as a Police Services Specialist at Step 2 may advance to Step 3.

3. Commencing Pay Period 1, 2006 (January 1, 2006), the biweekly base salary paid to employees shall be as follows:

A. Printer

Step 1 $1,515.69
Step 2 $1,552.83
Step 3 $1,595.07
Step 4 $1,641.13
Step 5 $1,705.24

B. Electronic Technician, Video Electronic Technician

| | |
|---|---|
| Step 1. $1,781.72 | Step 4. $2,053.32 |
| Step 2. $1,867.98 | Step 5. $2,152.76 |
| Step 3. $1,958.46 | Step 6. $2,257.00 |

C. Offset Press Operator I

| | |
|---|---|
| Step 1. $1,079.39 | Step 5. $1,256.03 |
| Step 2. $1,155.58 | Step 6. $1,281.75 |
| Step 3. $1,204.53 | Step 7. $1,324.32 |
| Step 4. $1,230.34 | |

D. Inventory Control Assistant I

| | |
|---|---|
| Step 1. $1,201.30 | Step 4. $1,337.55 |
| Step 2. $1,281.75 | Step 5. $1,380.78 |
| Step 3. $1,310.97 | |

E. Microfilm Technician I

| | |
|---|---|
| Step 1. $1,255.67 | Step 4. $1,337.19 |
| Step 2. $1,281.40 | Step 5. $1,380.42 |
| Step 3. $1,310.66 | |

F. Inventory Control Assistant II, Offset Press Operator II

| | |
|---|---|
| Step 1. $1,310.66 | Step 4. $1,398.53 |
| Step 2. $1,337.19 | Step 5. $1,444.91 |
| Step 3. $1,367.07 | |

G. Inventory Control Assistant III, Lead Offset Press Operator

| | |
|---|---|
| Step 1. $1,337.55 | Step 4. $1,431.98 |
| Step 2. $1,367.44 | Step 5. $1,480.14 |
| Step 3. $1,398.89 | |

H. Office Assistant I

| | |
|---|---|
| Step 1. $ 929.78 | Step 5. $1,082.68 |
| Step 2. $1,001.36 | Step 6. $1,105.24 |
| Step 3. $1,042.54 | Step 7. $1,127.72 |
| Step 4. $1,061.86 | Step 8. $1,163.56 |

I. Data Entry Operator I

| | |
|---|---|
| Step 1. $1,036.19 | Step 5. $1,137.01 |
| Step 2. $1,053.01 | Step 6. $1,159.54 |
| Step 3. $1,096.79 | Step 7. $1,182.11 |
| Step 4. $1,116.06 | Step 8. $1,217.86 |

J. Office Assistant II, Police District Office Assistant*, Transcriptionist II*

| | |
|---|---|
| Step 1. $1,079.36 | Step 6. $1,227.49 |
| Step 2. $1,103.87 | Step 7. *$1,256.79 |
| Step 3. $1,150.26 | Step 7a. $1,270.12 |
| Step 4. $1,176.04 | Step 8. *$1,283.25 |
| Step 5. $1,201.77 | Step 9. *$1,326.44 |

K. Clerk Stenographer II, Data Entry Operator II

| | |
|---|---|
| Step 1. $1,134.13 | Step 5. $1,256.03 |
| Step 2. $1,155.58 | Step 6. $1,281.75 |
| Step 3. $1,204.53 | Step 7. $1,324.32 |
| Step 4. $1,230.34 | |

L. Mail Processor

| | |
|---|---|
| Step 1. $1,133.79 | Step 5. $1,255.67 |
| Step 2. $1,155.29 | Step 6. $1,282.89 |
| Step 3. $1,204.19 | Step 7. $1,312.71 |
| Step 4. $1,229.98 | Step 8. $1,357.53 |

M. Office Assistant III, Police Telecommunicator, Transcriptionist III*

| | |
|---|---|
| Step 1. $1,227.49 | Step 5. $1,357.90 |
| Step 2. $1,256.79 | Step 6. *$1,391.08 |
| Step 3. $1,283.25 | Step 7. *$1,425.88 |
| Step 4. $1,313.09 | |

N. Accounting Assistant I, Administrative Assistant I, Clerk Stenographer III

| | |
|---|---|
| Step 1. $1,281.75 | Step 4. $1,367.44 |
| Step 2. $1,310.97 | Step 5. $1,412.22 |
| Step 3. $1,337.55 | |

O. Lead Police Telecommunicator

| | |
|---|---|
| Step 1. $1,323.28 | Step 4. $1,411.15 |
| Step 2. $1,349.85 | Step 5. $1,457.56 |
| Step 3. $1,379.72 | |

P. Accounting Assistant II, Administrative Assistant II, Office Assistant IV, Office Assistant IV (Transcription Unit Group Leader, day shift)*, Teller

| | |
|---|---|
| Step 1. $1,337.55 | Step 5. $1,480.14 |
| Step 2. $1,367.44 | Step 6. *$1,513.79 |
| Step 3. $1,398.89 | Step 7. *$1,548.62 |
| Step 4. $1,431.98 | |

Q. Office Coordinator

| | |
|---|---|
| Step 1. $1,431.59 | Step 4. $1,545.82 |
| Step 2. $1,466.43 | Step 5. $1,604.42 |
| Step 3. $1,503.62 | |

R. Police Dispatcher

| | |
|---|---|
| Step 1. $1,365.03 | Step 5. $1,595.84 |
| Step 2. $1,399.28 | Step 6. $1,685.84 |
| Step 3. $1,461.34 | Step 7. $1,753.88 |
| Step 4. $1,527.11 | Step 8. $1,821.54 |

S. Parking Checker

| | |
|---|---|
| Step 1. $1,138.16 | Step 4. $1,303.18 |
| Step 2. $1,246.35 | Step 5. $1,335.38 |
| Step 3. $1,274.78 | Step 6. $1,378.10 |

T. Lead Parking Checker

| | |
|---|---|
| Step 1. $1,296.70 | Step 4. $1,432.12 |

Step 2. 1,340.27 Step 5. 1,493.84
Step 3. 1,385.38

U. Audiovisual Specialist I, Computer Operator I

Step 1. $1,281.75 Step 4. $1,367.44
Step 2. $1,310.97 Step 5. $1,412.22
Step 3. $1,337.55

V. Audiovisual Specialist II, Computer Operator II, Graphic Designer I

Step 1. $1,337.55 Step 4. $1,431.98
Step 2. $1,367.44 Step 5. $1,480.14
Step 3. $1,398.89

W. Graphic Designer II, Production Designer II

Step 1. $1,545.82 Step 4. $1,688.86
Step 2. $1,591.07 Step 5. $1,757.50
Step 3. $1,638.24

X. Police Telecommunicator (Seasonal) (Hourly Rate)

Step 1. $12.24 Step 4. $14.31
Step 2. $12.90 Step 5. $15.18
Step 3. $13.61

Y. Police Services Specialist[1/] (Hourly Rate)

Step 1. $13.49
Step 2. $13.83
Step 3. $14.18

4. Employees who resigned or who were terminated or discharged before May 3, 2000, shall not be eligible for retroactive salary adjustments.

5. An employee remaining in a classification he/she was in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which he/she was paid immediately prior to execution of this Agreement. An employee who is appointed or promoted to a higher level classification or who is reallocated to a higher level pay range shall be at the pay rate in the new pay range next above the pay rate the employee was receiving at the time of such appointment, promotion or reallocation. In those instances where the next higher pay rate (step) is less than

$10.00 biweekly higher than the employee was receiving, the next higher pay rate (step) shall be paid. In those instances where the next higher pay rate (step) is at least $10.00 biweekly, that pay rate (step) shall be paid. An employee hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which he/she is employed.

6. An employee completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of his/her classification.
7. An employee who works an average of 20 hours per week on a year-round basis in a position which is budgeted as half-time or more shall be eligible to earn the above biweekly salary prorated in accordance with the number of hours worked during the biweekly pay period.
8. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary shall be reduced by an amount equivalent to one-eightieth (1/80) of his/her biweekly base salary for each hour or fraction thereof to the nearest 0.1 of an hour during which work is not performed.
9. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the Association prior to implementing such changes.
10. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.
11. As soon as administratively practicable following execution of the 2004-2006 Agreement, the City shall provide a one-time, lump sum, non-pensionable payment of $100 to City employees represented by the Association as of February 11, 2005.

## ARTICLE 19

## HOURS OF WORK

1. Definitions:

a. The normal hours of work for an employee covered by this Agreement shall consist of work shifts of eight consecutive hours, which result in a total of eighty hours in a biweekly pay period.

b. Within the normal hours of work, any change in an employee's eight-hour shift assignment or work day assignment shall be deemed to be a regularly scheduled eight-hour shift or regularly scheduled work day so long as such employee is notified of the change in his/her work schedule not less than five (5) calendar days prior to the start of the changed eight-hour shift or work day.

2. The regularly scheduled eight-hour shift and regularly scheduled workday shall be established by the Chief of Police.

3. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time.

## ARTICLE 20

## LUNCH PERIOD

l. An employee covered by this Agreement shall be entitled to one 20-minute lunch period with pay during his/her eight-hour work shift.

2. The assignment and scheduling of lunch periods shall be controlled by the Chief of Police.

## ARTICLE 21

## OVERTIME

1 Definition:

a. Overtime means all authorized assignments performed outside the regularly scheduled eight-hour shift or outside the regularly scheduled workday or in excess of eighty hours in a biweekly pay period (all as defined in the HOURS OF WORK Article of this Agreement) or for work performed on holidays (as defined in the HOLIDAY Article of this Agreement). Work assignments, outside of the regularly scheduled eight-hour shift or outside of the regularly scheduled work day resulting from a trade off of work assignments or other rescheduling of work assignments authorized by the Department at the request of the employee, shall not be considered overtime.

2. Overtime Compensation

a. Overtime shall be compensated at the rate of one and one-half (1.5) times the overtime hours actually worked, in either compensatory time off or cash at the discretion of the Chief of Police.

b. A minimum of two hours' pay at one and one-half times (1.5x) the base salary rates shall be granted when an employee is officially required to appear in court on his/her own time, provided said employee is excused before completing the two-hour minimum and the employee's court appearance does not abut his/her regularly scheduled eight-hour work shift on the date of such appearance. If the employee's court appearance abuts his/her regularly scheduled eight-hour work shift on the date of the appearance, the two hour minimum shall not apply and the employee shall be compensated at the rate of one and one-half times (1.5x) for the actual court overtime performed. A minimum of two hours' pay at one times (1X) the base salary rates shall be granted when an employee is officially required to appear in court on his/her own time, provided said employee is excused before completing the two-hour minimum. Each court appearance greater than two hours in duration shall be compensated at one times (1X) the base salary rates for the first two hours of such appearance and at time and one-half (1.5 X) the base salary rate for all time beyond the first two hours of such appearance.

c. For any continuous time worked in excess of twelve (12) hours, a twenty-five (25) cent per hour premium shall be added to the employee's base salary and the employee compensated at the rate of 1.5 times the overtime hours actually worked in compensatory time off or cash at the discretion of the Chief of Police.

d. For unscheduled emergency overtime (unscheduled means less than 24 hours' notice) which the employee is required to work on Sundays and/or Holidays as defined in the HOLIDAY Article in this Agreement, the employee shall be compensated at the rate of one and three quarters (l.75) times the overtime hours actually worked in either compensatory time off or cash at the discretion of the Chief. Hours of work affected by this subsection shall be limited to those hours which fall on a Sunday or holiday.

3. All overtime shall be at the option of the Chief of Police. The scheduling of compensatory time

off earned under the provisions of this Article shall be at the sole discretion of the Chief of Police.

4. Application of the provisions contained in this Article shall not involve pyramiding of overtime.
5. The hourly pay used in the computation of overtime shall be equal to one-eightieth (1/80) of the employee's current biweekly base salary as provided for in the BASE SALARY provision of this Agreement.
6. No employee shall submit overtime for less than 0.l of an hour.
7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

## ARTICLE 22

## SHIFT, WEEKEND, HOLIDAY DIFFERENTIAL, HOLIDAY PREMIUM AND COMMUNICATIONS TRAINING PAY

1. All employees who work at least four (4) hours of his/her regularly scheduled 8-hour shift within the second or third shift as identified in l.a. or l.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:

   a. Second shift - 4:00 p.m. to 12:00 a.m. - $0.43 per hour

   b. Third shift - 12:00 a.m. to 8:00 a.m. - $0.48 per hour

2. An employee who is on paid vacation, holiday, '09' day or sick leave during a period in which his/her regular shift assignment is the second or the third shift, shall receive any second or third shift premium pay that he/she would have received had he/she not been on paid leave.
3. In addition to base salary and whatever second or third shift premium pay that may be earned under paragraph 1.a. or 1.b., above, an employee who works at least four (4) hours of his/her regularly scheduled 8-hour shift on Saturday or Sunday shall be paid the following weekend differential premium for all the hours worked during that shift:

   a. Saturday work - $0.50 per hour

   b. Sunday work - $0.60 per hour

4. An employee performing work under the OVERTIME provision of this Agreement shall not be paid the shift or the weekend differential provision for the same hours regardless of the period worked.

5. An employee required to work overtime on a holiday as defined in the HOLIDAY provision of this Agreement shall receive, in addition to his/her overtime compensation, holiday differential pay of $0.50 per hour for all the hours worked in that shift.

6. Effective the pay period following execution of the 2004-2006 Agreement, employees occupying the classifications of Police Telecommunicator or Police Dispatcher who are required to provide on-the-job training (OJT) at a console shall receive Communications Training Pay (CTP) of $0.65 per hour for each hour during which such training is provided. CTP shall only be paid to police telecommunicators and police dispatchers for hours during which they are actually performing OJT duties. For purposes of administration of this subsection, employees shall be eligible to receive CTP only on workdays on which they provide OJT and are required to complete a Training Observations Report, the specifications of which shall be determined by the Chief of Police. Employees who are working overtime as defined in Article 21, Overtime, shall be eligible to receive CTP. CTP shall not have any sum deducted for pension benefits and shall not be included in base salary for determining pension benefits or any other fringe benefits.

7. For administrative purposes, shift, weekend, holiday differential and communications training pay shall be computed to the nearest 0.1 of an hour.

8. Police Services Specialists who are assigned to duty on July 4, December 25, January 1 and/or Labor Day (first Monday in September) of a calendar year shall be compensated in cash at a rate of one and one-half (12) their base salary for all such assigned duty worked from 12:00 a.m. through 11:59 p.m., inclusive, during such days.

   a. For administrative purposes, all time so worked shall be computed to the nearest 0.1 of an hour. For purposes of interpretation and construction of this Article, the compensation herein provided shall only be granted for authorized duty occurring on the actual calendar dates that the four (4) holidays listed above fall; no such compensation will be granted for duty on any other calendar date on which these four (4) holidays may officially be celebrated or observed pursuant to law.

b. Application of the provisions enumerated herein shall not involve pyramiding of the compensation described herein. No employee shall receive overtime benefits and/or shift or weekend or holiday differential benefits in addition to holiday premium pay.

c. Any payment made in addition to the employee's base salary under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits.

## ARTICLE 23

## UNIFORM AND EQUIPMENT ALLOWANCE

1. Uniform and equipment benefits for an employee in the Parking Checker job classification shall be as follows:

a. Initial Allowance

(1) For employees appointed to the Parking Checker job classification, the City shall provide an initial uniform and equipment issue, the specific items of which shall be determined by the Chief of Police.

(2) The initial uniform and equipment issue, which can be changed from time to time as determined by the Chief, presently includes the following:

| FEMALE CHECKER | MALE CHECKER |
|---|---|
| 4 Uniform shirts | 4 Uniform shirts |
| 1 Skirt and 3 trousers or 4 trousers | 4 Trousers |
| 1 Sweater | 1 Sweater |
| 1 All-season coat | 1 All-season coat |
| 1 Raincoat | 1 Raincoat |
| 1 Visor Cap | 1 Visor Cap |
| 1 Winter Cap | 1 Winter Cap |

(3) Beginning in 2005 employees in the classifications of Parking Checker and Lead Parking Checker who have not previously received a Summer Uniform allotment may elect to receive one Summer Uniform allotment consisting of two shorts and two polo-style shirts. It is understood that the department head shall have the right to change the items of the Summer Uniform or to discontinue the wearing of the Summer Uniform at any time.

(4) These specific items shall remain the property of the City and shall revert to the

Police Department upon an employee's severance from service unless the employee has served eighteen (18) months in a uniformed status.

(5) The initial issue for female checkers shall be three trousers and one skirt; female checkers shall have the option of choosing one pair of trousers in lieu of the skirt.

b. Replacement and Maintenance Allowance

(1) The City shall replace articles of initial allowance of uniform and equipment prescribed by the Chief of Police and in addition up to two shirts per year whenever such articles have been condemned on account of normal wear and tear. The City shall replace articles of the Summer Uniform whenever such articles have been condemned on account of normal wear and tear. The Chief of Police shall issue a requisition to a vendor selected by the Central Board of Purchases for each replacement article required. Whenever an article has been replaced through requisition, the employee shall be required to present the requisitioned article to the Police Academy for approval and the employee shall be required to turn in the condemned article at the Police Academy.

(2) The City shall provide employees in the Parking Checker and Lead Parking Checker job classifications a uniform and equipment maintenance allowance of $200 per annum in calendar years 2004, 2005 and 2006. The City shall provide employees in the Electronic Technician classification a clothing allowance of $110 per calendar year.

(3) Payments made under paragraph 1.b.(2) of this Article shall be paid in December of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of length of service as a Parking Checker, Lead Parking Checker or Electronic Technician will be made for those Parking Checkers, Lead Parking Checkers or Electronic Technicians in active service for less than a full calendar year. For purposes of prorating, an employee who is a Parking Checker, Lead Parking Checker or Electronic Technician for at least 14 days in a calendar month shall be deemed as having been in active service for the full calendar month; an employee who is a Parking Checker, Lead Parking Checker or

Electronic Technician for less than 14 days in a calendar month shall not be deemed as having been in active service at all during that calendar month.

2. Payments made under the provisions of this Article shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

3. At the discretion of the Chief of Police, an employee may not be granted benefits provided by this Article where circumstances render the situation inappropriate.

4. Contract Reopener Limited to Uniform Allowance

   If, and only if, the Chief of Police establishes a requirement during the term of this Agreement that employees not now required to wear a uniform must wear a uniform, the City and Association agree to a limited contract reopener solely for the purpose of conducting negotiations directly relating to the matter of uniform allowance benefits for such employees subject to the following terms and conditions:

   a. The reopener shall become effective on the date the Chief establishes such requirement and the above-cited negotiations shall start no earlier than this date.

   b. The reopener shall only cover employees subject to the Chief's requirement;

   c. The balance of this Agreement, i.e., all other articles, the preamble and any other agreements reached related to this Agreement, e.g., side letters, Memoranda of Understanding, etc., shall remain unchanged and in full force and effect.

## ARTICLE 24

## SAFETY EQUIPMENT

1. An employee occupying a job classification determined by the City to be eligible for the use of safety glasses shall be provided safety glasses. Such glasses shall remain the property of the City of Milwaukee.

2. Safety Shoes

   a. An employee who works in a classification which requires the wearing of an approved safety shoe must comply with the following requirements and procedures before a safety

shoe allowance can be granted:

(1) One pair of safety shoes must be purchased before the safety shoe allowance can be granted.

(2) At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1967/75 or ANSI Z41PT83 (75 lb. impact test rating).

(3) A dated receipt bearing the name of the employee which clearly shows that one pair of ANSI or USAS Z41.1-1967/75 or ANSI Z41PT83/75 safety shoes have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.

(4) The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.

(5) The style of the shoe must meet Police Department requirements.

(6) A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.

(7) Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.

b. An employee who received any kind of safety shoe allowance from the City during a calendar year, other than the shoe allowance provided in this Article, shall not be entitled to receive the shoe allowance provided in this Article for that calendar year. An employee who is in a classification not required to wear safety shoes but who elects to wear them shall not be entitled to receive reimbursement.

c. Payments made under the provisions of this Article shall not be construed as being part of said employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.

d. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

e. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to $115 per calendar year. This allowance shall be paid to those employees who comply with the rules stated in paragraph 2a, above.

f. An employee must comply with the requirement that safety shoes be worn. Failure to comply with this requirement shall constitute grounds for discipline.

## ARTICLE 25

## TUITION AND TEXTBOOK REIMBURSEMENT

1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.

2. If an employee is ineligible to receive tuition or textbook reimbursement under the provisions of paragraph 1, above, and meets the criteria specified in paragraphs 3 and 4, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for Police Department-approved courses of study up to a combined maximum reimbursement (tuition, laboratory fees and required textbooks costs added together) of $1000 in calendar year 2004. Effective upon execution of the 2004-2006 Agreement, the annual calendar year maximum reimbursement shall be increased to $1,200.

3. In order for the employee's courses of study to qualify for reimbursement under paragraph 2, above, the following criteria must be satisfied:

   a. All courses of study must be directly related to an employee's job or to a reasonable promotional opportunity and be approved by the Police Chief. Graduate courses must be directly related to an employee's present position. Effective the pay period following execution of this Agreement, coursework which is approved to be on City time by both the Police Chief and the Employee Relations Director may be on City time.

   b. Courses must be taken at accredited institutions or schools currently approved by the Personnel Department.

   c. Any portion of the $1,000 tuition maximum in 2004 or effective upon execution of the 2004-2006 Agreement, the $1,200 tuition maximum may be used for courses which are

less than three weeks in duration that are approved by the Chief of Police. Effective upon execution of the 2004-2006 Agreement, employees occupying the classifications of Police Telecommunicator, Lead Police Telecommunicators and Police Dispatchers may use up to $100 per year of the tuition and textbook maximum for reimbursement of membership costs in the Association of Public-Safety Communications Officials (APCO) and the National Emergency Number Association (NENA), and employees occupying the classifications of Electronic Technician and Mail Processor may use up to $100 per year for reimbursement of membership costs in job-related professional organizations.

d. The employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and must submit all receipts for tuition and required textbooks within eight (8) weeks of the last course date.

e. The official grade report must be submitted to a City-designated administrator no later than eight (8) weeks after completion of the course. A Police Department approved course of study shall be deemed successfully completed if:

(1) A grade of "C" or higher is received and such course of study is an undergraduate course of study; or

(2) A grade of "B" or higher is received and such course of study is a graduate course of study; or

(3) When grades are not given or the course of study taken is a non-credit one then the employee must present to aforesaid City-designated administrator within the time limit above described a written statement from the course's instructor that the employee has satisfactorily completed the course of study.

4. Employees must remain in service for a six-month period after receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.

5. An employee with full-time student status (12 or more credits) is not eligible for tuition reimbursement.

6. Payment of reimbursement described in paragraph 2, above, shall be made as soon as is

administratively practicable after the reimbursement application and evidence of successful completion of the Police Department approved courses of study is received by the City-designated administrator. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet the criteria listed in Article 25.3, payment will be deducted from the employee's paycheck.

7. Any payment made under the provisions of this paragraph shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

## ARTICLE 26

## PENSION BENEFITS

1. Except as provided in paragraph 2 of this Article, below, pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. These pension benefits shall continue unchanged during the term of this Agreement.
2. Pension benefits for Police Services Specialists covered by this Agreement who were members of the Employee's Retirement System (City Pension System) prior to February 19, 1972, and have been retired for more than six (6) months, shall continuing receiving the benefits under normal service retirement, during their period of re-employment with the City, but shall not be eligible to earn service credit for new benefits, unless they elect to earn service credit for new benefits, in which case their pension allowance shall be suspended during the period of their re-employment. The pension benefits of Police Services Specialists shall not be reduced by their earnings as Police Services Specialists.
3. Effective Pay Period 1, 2000 (December 26, 1999), pension benefits for employees covered by this Agreement shall be as set forth in the City of Milwaukee's Global Settlement Pension Proposal (Proposal), including all terms, conditions and effective dates therein, provided that such Proposal is approved by 90% of Employee Retirement System members representing 90% of the System's assets and provided further that such Proposal is approved by a court of competent jurisdiction, whose judgement must be final and binding.

If the Global Pension Settlement is adopted pursuant to Section III (G) of the Global Settlement Agreement for General City Employees, and if any portion of this Article is held invalid or compliance with it is restrained by operation of law or by any court of competent jurisdiction, the balance of the Article shall remain in full force and effect and the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such portion.

If the Global Pension Settlement is not adopted pursuant to Section III (G) of the Global Settlement for General City Employees, the parties shall immediately enter into collective bargaining, fully subject to Section 111.70, Wis. Stats. including access to interest arbitration under the Statute, separate from the interest arbitration for the contract as a whole, for the purpose of negotiating pension issues under the 1999-2000 labor agreement between the parties. Such subjects of negotiations include improvements in pension benefits and retroactivity as applicable.

4. Creditable service for active military service, as provided in 36-04-c, shall be extended to employees represented by the Association who participate in the combined fund and who retire on a service retirement during the term of this Agreement (January 1, 2004, through December 31, 2006).

## ARTICLE 27

## LIFE INSURANCE

1. Amount of Life Insurance Coverage

   a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary rounded to the next higher thousand dollars of earnings.

   b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance, at his/her option in increments of $1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next

higher thousand dollars of earnings. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.

c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his her seventieth (70th) birthday. "Employees" shall have the meaning given in Section 350-253 of the Milwaukee Code of Ordinances.

d. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3 on his/her sixty-fifth (65th) birthday and by an additional 16-2/3 on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in §350-25(3) of the Milwaukee Code of Ordinances.

2. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semiannually on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. The term "Annual Base Salary Rate," as used herein, shall be defined as an amount equivalent to the employee's biweekly base salary, as his/her biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen (14) and then multiplied by three hundred and sixty-five (365).

3. Conditions and Eligibility for Election of Coverage

a. The provisions of paragraphs 1 and 2 of this Article, above, shall not apply to Police Services Specialists. The life insurance benefits for Police Services Specialists shall be in accordance with the existing terms of their respective retiree life insurance coverage. Police Services Specialists will not be eligible for any additional or duplicate life insurance coverage beyond what they are currently eligible to receive.

b. Subject to the terms and conditions provided in paragraph 3.b. through 3.f. of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in paragraph 1., above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.

c. The election of life insurance coverage shall be in a manner prescribed by the City.

d. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

e. An employee shall become entitled to the life insurance coverage provided in paragraph 1., above, 30 consecutive calendar days following the date he/she elects such coverage.

f. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.

g. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under paragraph 1 of this Article, above, who elect such coverage, shall pay to the City an amount equal to $0.21 per month for each $1,000 of coverage in excess of $26,000. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described in paragraph 1., of this Article,

above.

5. Conditions and Limitations on Benefits

a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under paragraph 1., above.

b. The life insurance benefits provided hereunder shall only cover employees while they are in active service.

c. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

6. Right of City to Change Carrier

It shall be the right of the City to select and, from time to time, to change the carrier(s) that provide the benefits set forth above. The City shall, at its sole option, have the right to provide these life insurance benefits on a self-insured basis.

## ARTICLE 28

## HEALTH INSURANCE

1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the benefits provided in the 2003 City/Association Agreement except for the following changes in these benefits:

(1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.

(2) A Utilization Review Case Management (UR/CM) Program shall cover all

elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program would be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Manager for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Manager for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize reasonable extension of this time limit consistent with such medical circumstances or the availability an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

(3) The major medical deductible shall be $100 per person, $300 per family maximum on the Basic Plan.

(4) Transplant Benefit

(a) Medically necessary human to human heart transplants shall be added as a

covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review program set forth in paragraph 1.a.(2). of this Article above.

(b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is $250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.

(5) The maximum annual benefit per participant for outpatient services for alcoholism, drug abuse and nervous and mental disorders provided in the outpatient department of a hospital, an Outpatient Treatment Facility or a physician's office, that is provided under the "Hospital Surgical-Medical Group Master Plan Document for City of Milwaukee" shall be i two thousand dollars ($2,000). All other provisions of such benefit shall remain unchanged. The maximum benefits provided under the "Major Medical Coverage" section of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care provided to a participant without confinement, shall be 80% of two thousand dollars ($2,000) of charges.

(6) The Major Medical lifetime maximum shall be increased from $250,000 to $500,000.

b. Health Maintenance Organization (HMO) Plans

An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefit for employees enrolled in an HMO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee Request For Proposals from Health Maintenance Organizations.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE,

effective January 1, 1982, executed May 1, 1982. The dental insurance coverage for an eligible employee electing coverage under the Basic Dental Plan shall be in lieu of the coverage provided by any of the Prepaid Dental Plans.

d. Prepaid Dental Plan (PDP)

Employees eligible for dental insurance shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Plan. The benefits of the PDP Plan selected shall be as established by the provider of that PDP Plan.

e. Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

(2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.

(3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under paragraph 1.a. through 1.d. of this Article.

(4) The City, in conjunction with its insurance administrator, carrier or provider shall have the right to develop and implement any other cost containment measures it deems necessary.

(5) An employee's health/dental insurance benefits provided by this Article shall terminate on the last day of the calendar month in which the employee is removed from the Police Department payroll; provided, however, that when an employee is suspended from duty without pay, such benefits shall not terminate on the last day of the calendar month in which the suspension begins if the suspension ends prior to the last day of the next following calendar month. The Police Department Administration will provide written advance notice to an employee indicating the date on which his/her health/dental insurance coverage will be terminated. Notwithstanding the foregoing, an employee's health insurance

coverage shall not terminate so long as he/she, and/or his/her dependent(s) are eligible for and receiving health insurance coverage under the specific provisions of this Agreement that are applicable to individuals not on the Department payroll. This exception does not extend the termination date of an employee's dental insurance coverage beyond the last day of the calendar month in which the employee is removed from the Department payroll.

f. Employees who are enrolled in a Health Maintenance Plan and who retire during the term of this contract may, upon retirement, switch to the Basic Plan provided they are moving out of their Health Maintenance Plan service area.

2. Eligibility for Benefits

a. The provisions of paragraph 1 of this Article, above, shall not apply to Police Services Specialists. Health insurance benefits for Police Services Specialists shall be in accordance with the retiree health insurance benefits they are currently eligible to receive. In addition health insurance benefits for Police Services Specialists shall be in accordance with the settlement of the EEOC complaint (EEO Charge no. 260A10699) executed September 25, 2001. If compliance with any portion of said settlement of the EEOC complaint is restrained by operation of law or by any court of competent jurisdiction, the parties shall immediately enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the settlement. Police Services Specialists will not be eligible for any additional or duplicate health insurance coverage beyond what they are currently eligible to receive.

b. An employee in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option so long as he/she remains in active service.

c. An employee shall not be eligible for the benefits provided in paragraph 1., of this Article, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee

when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.

d. An employee in active service shall be entitled to Dental Plan benefits provided in paragraph 1.c. or 1.d. of this Article so long as he/she remains in active service. All employees, while in active service, may participate in a City Dental Plan as described in paragraph 1.c. or 1.d. of this Article with the same enrollment status that they maintain for their health insurance benefits. An individual not in active service shall not be entitled to participate in the Dental Plan.

e. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in paragraph 1.a. or 1.b. of this Article for the term of this Agreement so long as he/she continues to receive such duty disability retirement allowance.

f. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement with at least 15 years of creditable service, shall be entitled to the benefits provided in paragraph 1.a. or 1.b. of this Article for the term of this Agreement, so long as he/she is at least age 60 and less than age 65. If an employee eligible for these benefits dies prior to attaining age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month prior to the month in which the deceased retiree would have attained age 65.

g. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 1.a. and 1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Association as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.d., above, shall continue unchanged). If a

retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

h. Registered domestic partners of eligible City, employees, if registered as such by the City Clerk, shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.

3. Cost of Coverage - Basic Health Insurance or HMO Plan Only

a. Employees in Active Service

(1) For Calendar Years 2004, 2005 and 2006

(a) For Employees Enrolled in the Basic Plan

Except as provided in paragraph 5., of this Article, below, during calendar year 4, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $50.00 per month for single enrollment when such employee's enrollment status is single and $100.00 per month for family enrollment when such employee's enrollment status is family. Except as provided in paragraph 5., of this Article, below, effective January 1, 2005, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $60.00 per month for single enrollment when such employee's enrollment status is single and $120.00 per month for family enrollment when such employee's enrollment status is family. Except as provided in paragraph 5., of this Article, below, effective January 1, 2006, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $75.00 per month for single enrollment when such employee's enrollment status is single and $150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's

paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) For Employees Enrolled in a Health Maintenance Organization Plan.

(i) Single Enrollment Status

Except as provided in paragraph 5., of this Article, below, during calendar years 2004, 2005 and 2006 the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of single enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest single enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

(ii) Family Enrollment Status

Except as provided in paragraph 5., of this Article, below, during calendar years 2004, 2005 and 2006, the City will contribute an amount towards meeting the subscriber cost for family enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest family enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

(2) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is family, the above maximum shall be computed using the subscriber cost

established for family enrollment status and when it is single, such computation shall be based on the subscriber cost established for single enrollment status.

(3) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar year 2004, 2005 and 2006, the City's contribution towards the cost of maintaining the benefits during this period shall be as provided in paragraph 3.a, above. An employee who returns from an unpaid medical leave of absence during which he or she received health insurance benefits under this subsection (28-3-a-(3) ), must physically be on the job for at least 16 hours in order to be eligible for another six months of health insurance benefits under this subsection. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 2004, 2005 and 2006, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided in paragraph 3.a., of this Article, above.

c. Employees Who Retire Between January 1, 2004, and December 31, 2006

(1) For eligible employees (or their eligible spouses) who retire between January 1, 2004, and December 31, 2004, the City will contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65. If the per capita subscriber cost for enrollment in the plan elected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted

from his/her pension check.

(2) The City will contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan for employees eligible under subsection 2.g. of this Article above, between the ages of 55 and 65 who retire from active service on a normal service retirement allowance between January 1, 2004, and December 31, 2004. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.

(3) Eligible employees who retire between January 1, 2005, and December 31, 2006, and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $30 per month for single enrollment when such employee's enrollment status is single and $60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing $30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing $60 employee contribution shall be waived.

(4) For eligible employees under subsections 2.f. or 2.g. who retire between January 1, 2005 and December 31, 2006 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to

subsection 1.a. or b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 2.f. or 2.g. who retire between January 1, 2005, and December 31, 2006, and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 1.a. or 1.b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.

(5) The term, "Basic Plan," as used in this subsection, shall mean the health insurance coverage provided under the Basic Plan provision in the Agreement between the City and the Association as is in effect from time to time.

(6) Surviving Spouse

The provisions of paragraph 3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under paragraph 2.f. or 2.g. of this Article.

4. Cost of Coverage -- Dental Plan

In calendar years 2004, 2005 and 2006, the City will contribute an amount up to $13.00 per month for single enrollment and an amount up to $37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan. For limited benefit employees the City shall contribute an amount up to $6.50 per month for single enrollment and an amount up to $18.75 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the dental plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

5. Half-time Employees

A limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall contribute the following amount toward meeting the subscriber cost in the Plan elected:

a. An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under 28.3.a.(1), above; or

b. An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under 28.3.a.(1), above; or

c. An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under 28.3.a.(1), above.

The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis.

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in paragraph 1, above includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer

the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in paragraph 3., 4. and 5., above for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under paragraph 3, 4, and 5 of this Article, if the provision was not in effect.

7. Non-duplication

a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in paragraph 1. of this Article, above, the coverage shall be limited to one family plan.

b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.

c. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.

d. City health insurance cost contributions provided hereunder to a retiree shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while a retiree is receiving the benefits hereunder.

e. After any deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.

f. In the event an employee or eligible dependent becomes eligible for Medicare benefits

prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in paragraph 3.c.(1) or 3.c.(2), above, towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in paragraph 1. of this Article, above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in paragraph 1.a. or 1.b. of this Article, above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The subscriber cost associated with their coverage is the same subscriber cost applicable to active employees represented by the Association of Law Enforcement Allied Services Personnel as such rates may be from time to time. This provision shall be applicable only during the first twelve (12) months of each authorized leave of absence, layoff or suspension.

10. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the Basic Plan.

11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be in force and effect beginning January 1, 2004, and ending December 31, 2006.

## ARTICLE 29

## TERMINAL LEAVE

1. An employee covered by this Agreement, who retires under the provisions of the Employees Retirement System of Milwaukee, (but excluding retirement on deferred or actuarial reduced pensions, as they are defined under the System, and excluding Police Services Specialists), shall, upon retirement, be entitled to a lump sum payment equivalent to one eight-hour (8)

workday's base salary for each one eight-hour (8) day of the employee's earned and unused sick leave up to a maximum of thirty (30) such equivalent 8-hour workdays of base salary. The term "8-hour workday's base salary" as used herein is defined as an amount equivalent to the employee's biweekly base salary, as his/her biweekly base salary is defined and determined by the BASE SALARY provision of this Agreement, divided by ten (10).

2. Terminal leave payments shall not be construed as being part of employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
3. Terminal leave payments shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
4. An employee shall be eligible to receive the terminal leave pay benefit only once during his/her lifetime.

## ARTICLE 30

## VACATIONS

1. Definitions

   The following definitions shall be used solely for the purpose of computing the current and prospective vacation benefits:

   a. Anniversary Date: The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.

   b. Active Service: The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

   c. Years of Service: The duration of time in active service.

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service

following appointment. An employee whose service is expected to continue so as to complete a year's active service may after six months of service and at the sole discretion of the Chief of Police be allowed to take vacation time within the year of appointment. However, if the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned and payments made during the vacation shall be deducted upon termination of employment.

3. During calendar years 2004, 2005 and 2006 except as provided under paragraph 7 of this Article, below, an employee shall earn vacation time since his/her last anniversary date at the following rates:

(1) One (1) eight-hour workday for each calendar month of active service up to a maximum of ten (10) eight-hour work days per calendar year for an employee with less than five (5) years of active service.

(2) One and one-half (1.5) eight-hour work days for each calendar month of active service up to a maximum of fifteen (15) eight-hour work days per calendar year for an employee with at least five (5) years but less than ten (10) years of active service.

(3) Two (2) eight-hour days for each calendar month of active service up to a maximum of twenty (20) eight-hour days per calendar year for an employee with at least ten (10) years but less than fifteen (15) years of active service.

(4) Two and one-half (2.5) eight-hour work days for each calendar month of active service up to a maximum of twenty-five (25) eight-hour work days per calendar year for an employee with at least fifteen (15) years but less than twenty-two (22) years of active service.

(5) Three (3) eight-hour workdays for each calendar month of active service with a maximum of thirty (30) eight-hour work days per calendar year for an employee with at least twenty-two (22) years of active service.

c. For purposes of pro-rating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar

month, then the employee shall be deemed as not being in active service at all during the calendar month.

d. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in paragraph 8, below, shall be limited to the maximums noted in this subsection, above. These maximums are not guarantees; an employee is not entitled to any greater vacation with pay in a calendar year than that which he/she has earned for that calendar year.

4. Except as provided in paragraphs 5 and 7 of this Article, below, employees must use vacation time during the calendar year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the calendar year for which it was earned shall lose all rights to the unused time off.

5. An employee who is on authorized injury leave as a result of a duty-incurred injury shall have his/her vacation that was scheduled during such leave rescheduled by the Police Department Administration when he/she returns to duty if it is possible to do so before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of calendar year, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation. The vacation carried over shall be used by March 1 of the next following calendar year or the employee will lose all rights to it. The scheduling of carried-over vacation shall be subject to availability of dates requested by the employee, require prior approval by the employee's commanding officer and in no way affect the scheduling of other employees' vacations.

6. Segmented Vacation Periods.

a. The provisions of this subsection shall define when employees can segment vacation.

(1) An employee whose maximum annual vacation time entitlement is 80 hours or less shall be permitted to segment five (5) eight-hour work days of his/her maximum annual vacation time entitlement earned under paragraph 3.a.(1) during

such calendar year into units of one (1), two (2) or three (3) consecutive eight-hour work days, provided that the aggregate total of such units equals five (5) eight-hour work days. Up to sixteen hours of such segmented vacation may be segmented into four-hour units.

(2) An employee whose maximum annual vacation time entitlement is 120 hours or more may segment up to ten (10) eight-hour work days of his/her maximum annual vacation time entitlement earned under paragraph 3 into units of one (1), two (2) or three (3) consecutive eight-hour work days, provided that the aggregate total of such units equals ten (10) eight-hour work days. An employee whose maximum annual vacation time entitlement is 240 hours may segment up to fifteen (15) eight-hour work days of his/her maximum annual vacation time entitlement earned under paragraph 3 into units of one (1), two (2) or three (3) consecutive eight-hour work days, provided that the aggregate total of such units equals fifteen (15) eight-hour workdays up to sixteen hours of such segmented vacation may be segmented into four-hour units.

(3) The aggregate amount of an employee's segmented vacation for a calendar year shall be deemed a segmented vacation period. All other vacation benefits to which an employee is entitled shall be taken in five (5) consecutive eight-hour workday units in accordance with existing Departmental practices.

b. An employee requesting a segmented vacation period in a calendar year shall, within the time period established for selecting segmented vacation, notify his/her commanding officer in writing of this fact on a form provided by the City. An employee failing to comply with this requirement shall not be permitted a segmented vacation period during such calendar year.

c. Notification requirements as to the specific segmented vacation dates requested by the employee shall be as follows:

(1) For each unit of requested segmented vacation occurring prior to the completion of segmented vacation selection the employee shall provide his/her commanding officer with reasonable advance notice indicating the date(s) on which the

employee wants to use such unit of segmented vacation; such advance notice shall be provided in writing no later than 72 hours prior to the first day of the segmented unit of vacation. All requests shall be processed on a first-come, first-served basis, subject to the availability of the dates requested as determined by the commanding officer. In the event the employee's commanding officer has determined that some or all of the dates requested by the employee for that unit are unavailable, it shall be the responsibility of the employee to schedule available substitute dates with his/her commanding officer.

(2) For each unit of requested segmented vacation occurring on or after April 15th, the employee shall, before October 15 of such calendar year, provide his/her commanding officer with the specific date(s) of his/her segmented vacation. All requests made by employees for scheduling units of segmented vacation for dates on or after April 15th shall be selected and processed on the same basis as non-segmented vacation is selected and processed, subject to the availability of the dates requested as determined by the employee's commanding officer. An employee failing to comply with requirements of this subsection shall have his/her unused segmented vacation time scheduled for him/her by his/her commanding officer.

d. All segmented vacation dates must be scheduled before October 15th of the calendar year. Except for requested segmented vacation dates occurring on or before March 15th of the calendar year, no requested dates for segmented vacation will be processed by the Department until all non-segmented vacations for that calendar year have been selected by every employee in the Association bargaining unit. No request will be granted that results in another employee losing any non-segmented vacation dates he/she had previously selected in accordance with Departmental practices established for that purpose. In the event an employee's request for scheduling a unit of segmented vacation is in compliance with all of the time limit and advance notice requirements provided above, but the employee's commanding officer or management supervisor (DPW) has determined that some or all of the dates requested by the employee for that unit are

unavailable, it shall be the responsibility of the employee to schedule available substitute dates with his/her commanding officer or management supervisor (DPW).

7. If an employee is unable to use all of the vacation time to which the employee is entitled during a calendar year because of an extended period of authorized sick leave that does not allow the Chief of Police to reschedule some or all of the employee's unused vacation in that calendar year, then the City, upon the employee's return to duty in the next calendar year, will restore to the employee's sick leave account an amount of time equal to the amount of unused vacation with pay that the Chief of Police was unable to reschedule.

8. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation for vacation time owed the City deducted from the final paycheck. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.

9. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27, whichever is appropriate.

10. An employee who works an average of 20 hours per week on a year-around basis in a position which is budgeted as half-time or more shall be eligible to earn, according to his/her years of service as provided above, vacation on a pro rata basis.

11. The vacation time benefits computed under the provisions of this Article shall be the full and only vacation benefits that an employee covered by this Agreement shall be entitled to during calendar years 2004, 2005 and 2006.

12. Administration and control of the provisions of this Article, including the assignment and

scheduling of vacation time, shall be under the Chief of Police.

## ARTICLE 31

## HOLIDAYS

1. Except as provided under paragraph 6 of this Article, below, an employee covered by this Agreement shall be entitled to the following paid holidays off per calendar year:

   a. New Year's Day (January 1)

   b. Memorial Day (Last Monday in May)

   c. Independence Day (July 4)

   d. Labor Day (First Monday in September)

   e. Thanksgiving Day (Fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year)

   f. The day after Thanksgiving

   g. Christmas Day (December 25)

   h. The last normal workday before Christmas Day

   i. The last normal workday before New Year's Day

   j. Good Friday

   k. Martin Luther King Day (Third Monday in January)

   Provided that: Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday; whenever New Year's Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday; and whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.

2. An employee who works an average of 20 hours per week on a year-around basis in a position which is budgeted as half-time or more shall be eligible for holiday benefits on a prorated basis.

3. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City shall observe such law provided that the operation of said law shall not operate to increase or diminish the number of paid holidays off per calendar year.

4. The provisions of this Article shall not in any way abridge the City's right to schedule

employees to work on the above-enumerated holidays.

5. Except as provided under paragraph 6 of this Article, below, an employee required to work on one of the above enumerated holidays who is eligible for overtime and holiday pay will be compensated in accordance with the provisions of the OVERTIME and/or SHIFT/WEEKEND AND HOLIDAY DIFFERENTIAL AND HOLIDAY PREMIUM PAY Article(s).

6. An employee in the Police Services Specialists classification shall be entitled to receive up to ninety-six (96) hours off with pay in lieu of holidays per calendar year, one eight-hour period of which shall be designated by the Chief of Police to commemorate Dr. Martin Luther King's birthday.

   a. Work days off in lieu of holidays shall be prorated on the basis of length of service during the calendar year, and shall be earned at a rate of eight (8) hours per calendar month for each month in the calendar year the Police Services Specialist is on the Police Department payroll. Only Police Services Specialists on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll in a calendar month.

   b. The scheduling of work days off in lieu of holidays with pay shall be controlled by the Chief of Police.

   c. Police Services Specialists must use all earned workdays off in lieu of holidays within the fiscal year in which they are earned.

## ARTICLE 32

## "09" DAYS

1. A full-time employee on the payroll or on leave of absence as of January 1, 1963, shall be entitled to five (5) workdays off annually. These off days shall be earned at the rate of 5/10 days for each month worked but the total time earned shall not exceed five (5) workdays.

2. A full-time employee on the payroll or on leave of absence as of January 1, 1964, shall be entitled to four (4) workdays off annually. These days off shall not apply to the employees in paragraph 1 above. These off days shall be earned at the rate of 4/10 days for each month worked but the total time earned shall not exceed four (4) days.

3. A full-time employee on the payroll or on leave of absence as of January 1, 1969, and thereafter,

shall be entitled to two (2) workdays off annually. These days off shall not apply to the employees in paragraphs 1 and 2 above. These off days shall be earned at the rate of 2/10 days for each month worked but the total time earned shall not exceed two days.

4. An employee who works an average of 20 hours per week on a year-round basis in a position which is budgeted as half-time shall be eligible for one "09" day.

5. Paragraphs 1, 2, and 4 of this Article, above, shall not apply to Police Services Specialists. A full-time Police Services Specialist shall be entitled to one (1) workday off annually. This day off shall be earned at the rate of 1/10 day for each month worked but the total time earned shall not exceed one (1) day. A Police Services Specialist who works an average of twenty (20) hours per week on a year round basis in a Police Services Specialist position which is budgeted as half-time shall be eligible for a one-half "09" day.

6. These off days shall be scheduled as vacation days and may be taken by eligible employees at any time during the annual off cycle, with the approval of the District or Bureau Commander.

## ARTICLE 33

## SICK LEAVE

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease.

2. Eligibility

   a. Eligibility for sick leave with pay for employees newly appointed to City employment shall begin after completion of six months of active service following regular appointment, but sick leave credit shall be earned from date of appointment.

   b. Whenever an employee eligible for sick leave allowance leaves the service of one City Department or the Milwaukee School Board and accepts, (by certification of transfer), service in a position in another City Department or the Milwaukee School Board, obligations for any accumulated sick leave allowance shall be assumed by the new department. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.

   c. Whenever an employee eligible for sick leave allowance is laid off, any unused accumulated sick leave shall continue in effect if the employee is rehired by any City

department within three years.

d. Sick leave shall automatically terminate on the date of retirement of the employee.

3. A full-time employee shall earn sick leave with pay at the rate of one and one-quarter (13) working days for each month of active service or 4.6 working hours for each two weeks of active service. Sick leave with pay earned by an employee shall be credited to his/her sick leave account. An employee may utilize sick leave with pay credited to his/her account during a period of sick leave for the period of time he/she would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.

4. An employee who works an average of twenty (20) hours per week on year-round basis shall earn sick leave at the rate of .625 working day for each month of service or 2.3 working hours for each two (2) weeks of service. An employee working less than full-time but more than twenty hours per week shall earn sick leave with pay on a pro-rata basis.

5. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which an employee may utilize from his/her account for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.

6. As a condition of eligibility for receipt of sick leave benefits, an employee must comply with the following requirements:

a. Whenever an employee requests sick leave with pay, he/she shall immediately notify his/her commanding officer of this fact. Each instance of sick leave that the employee fails to comply with the requirements of this subsection shall result in the employee losing his/her entitlement to any sick leave with pay for that instance.

b. Except as otherwise provided herein, sick leave may be permitted without requiring the employee to submit medical substantiation from a private physician provided that the employee completes PS-16 (Application for Sick Leave) and submits same to his/her commanding officer.

c. An employee shall be required to submit to his/her commanding officer acceptable medical substantiation from a private physician or dentist certifying the nature and

seriousness of the sickness for each instance of sick leave exceeding three consecutive workdays. An employee may be required by his/her commanding officer to provide medical substantiation from a private physician for each absence, regardless of duration, if the commanding officer is informed or believes that the employee is misusing sick leave. Under both circumstances, the City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the medical substantiation.

d. When medical substantiation from an employee's private physician is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided hereunder until he/she is in compliance with such requirement.

e. Employees reporting absent on sick leave shall be governed by the rules and regulations and standard operating procedures of the Police Department pertaining thereto in effect on the execution date of this Agreement.

7. An employee who uses his/her accumulated sick leave credit and then is placed on duty disability retirement pension, all as a result of duty incurred injuries, shall be entitled to have 12 working days of sick leave with pay added to his/her sick leave account upon returning to active service.

8. Administration of the provisions of this Article shall be under the Chief of Police.

9. Attendance Incentive Program

a. An Attendance Incentive Program shall be in effect beginning Trimester 1, 2004, and ending at the end of Trimester 3, 2006. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2002.

b. The trimester periods for each calendar year are defined as follows:

Trimester 1 - Pay Period 1-9

Trimester 2 - Pay Period 10-18

Trimester 3 - Pay Period 19-26, or Pay Period 19-27, whichever is appropriate.

c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not

suspended from duty for disciplinary reasons, did not take any unpaid time off the payroll, was not tardy and was not AWOL; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the full-time employee had an amount of earned and unused sick leave credit in his/her sick leave account of 20 days (160 hours); and the employee who works an average of twenty (20) hours per week on a year round basis had an amount of earned and unused sick leave credit in his/her sick leave account of 10 days (80 hours).

(4) The employee was represented by the Association for the full trimester period.

d. In each of the Trimester periods set forth in subsection 9.b. that an employee is eligible for an attendance incentive program benefit, the commanding officer shall determine which one of the two types of attendance incentive benefits listed below the eligible employee shall receive (at the commanding officer's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Department):

(1) A Special Attendance Incentive Payment

A full-time employee receiving a special sick leave incentive payment shall be entitled to receive a lump-sum payment equivalent to eight hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. In the case of an employee who works an average of twenty (20) hours per week on a year round basis, and is receiving a special sick leave incentive payment, he/she shall be entitled to receive a lump-sum equivalent to four hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits or any other benefits and/or compensation provided by the City. Attendance incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in

which they were earned.

(2) A Special Incentive Leave

A full-time employee receiving a special incentive leave shall earn one eight-hour day off with pay. An employee who works an average of twenty (20) hours per week on a year round basis shall earn one four-hour day off with pay. Leave time earned in Trimester 1 or 2 must be utilized by December 31 of the calendar year in which it was earned. Leave time earned in Trimester 3 must be utilized during the ensuing calendar year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the date requested and the date is determined available by the commanding officer in accordance with the needs of the Department. The processing of employee requests for time off earned under the attendance incentive control program shall be on a first-come, first-served basis. Decisions by the employee's commanding officer with respect to the availability of the date the employee has requested shall be final.

## ARTICLE 34

## UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE

1. Female Maternity/Childrearing Leave

a. Unpaid Maternity Leave

(1) Length of Leave

Maternity leave shall be granted solely for the purposes of a medical disability associated with pregnancy. A female employee shall be entitled to an unpaid maternity leave of absence beginning on the date her attending physician determines she is no longer fit for duty on account of medical reasons associated with her pregnancy and ending no later than 135 consecutive calendar days following the date of delivery resulting from such pregnancy.

(2) Notification Requirements

Maternity leave shall be granted an employee effective upon her attending physician attesting in writing to the employee's lack of fitness for duty on account

of medical reasons associated with her pregnancy. Within seven (7) consecutive calendar days following the date of her delivery, the employee shall provide written notice to the Department Administration indicating thereon the date of delivery. No later than 45 consecutive calendar days following that date, the employee shall see to it that her attending physician provides the Department Administration with a written statement indicating the status of the employee's fitness for return to duty.

(3) Extension of Maternity Leave

At his/her discretion, the employee's attending physician may extend the term of maternity leave beyond the 135-day post-delivery maximum, described above, for medical reasons associated with such pregnancy until such time as he/she determines that the employee is fit for return to duty. In this event the attending physician shall submit the reasons for such extension, and its expected duration, in writing to the Department Administration prior to the date on which such 135-day post-delivery maximum occurs.

(4) Fitness for Duty

When the employee's attending physician determines that she is fit for return to duty, the employee shall see to it that her attending physician provides the Department Administration with a written statement, within 48 hours of such determination, indicating the date on which the employee is fit for return to duty. This requirement shall apply regardless of whether the determination occurs prior to the 135-day post-delivery maximum or during an authorized extension therefrom; if the determination is made prior to the 135-day maximum, the employee shall be permitted to continue her maternity leave until the date on which the 135-day maximum is reached.

b. Unpaid Childrearing Leave

When requested, a female employee shall be entitled to an unpaid childrearing leave of absence of not more than 130 consecutive calendar days, beginning on the date her maternity leave ends. Such leave shall be granted solely for the purpose of childrearing.

c. The leave provided by subsections 1.a. and 1.b. of this Article, above, shall be without pay except that the employee may use her accumulated sick leave during the maternity portion of such leave so long as her attending physician determines that she is unfit for duty on account of medical reasons associated with her pregnancy. An employee may use the accumulated vacation, holiday time or compensatory time off, to which she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. Except when maternity leave is extended for medical reasons, as hereinbefore provided, the unpaid portion of such leaves, together with the paid portion, shall not exceed the time limits provided for in subsections 1.a. and 1.b., above. Under no circumstances shall an employee be entitled to the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave nor shall she be entitled to the benefits under such INJURY PAY Article during a period of a maternity leave.

d. A female employee making application for maternity or childrearing leave shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration, and indicate thereon the expected starting date for such leave, the approximate date of delivery and anticipated return to duty.

2. Male Childrearing Leave

a. When requested, a male employee shall be entitled to an unpaid childrearing leave of absence for up to 130 consecutive calendar days beginning on the date the employee's spouse gave birth to a child. Such leave shall be granted solely for the purpose of childrearing.

b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave together with the paid portion shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave.

c. A male employee making application for a childrearing leave shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration, and indicate thereon the starting date of such childrearing leave and the anticipated date such leave will end.

3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

a. When requested, an employee shall be granted an unpaid special childrearing leave of up to 130 consecutive calendar days in the event such employee legally adopts a child under age five and the terms of the adoption require the presence of one adoptive parent with the child. The employee shall be required to provide documentation of such adoption to the Police Department Administration. Such leave shall begin on the effective date of placement of the adopted child in the employee's home.

b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he/she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave, together with the paid portion, shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a special childrearing leave.

c. An employee making application for a special childrearing leave for adoption purposes shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration and indicate thereon the starting date of such special childrearing leave and the anticipated date such leave will end.

4. Reinstatement

a. Unpaid Leave of Absence Less Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of less than 90 consecutive calendar days in duration shall submit such request in writing to the Police Department Administration sufficiently in advance of the date on which return to duty is requested to allow for either normal processing of payroll records prior to reinstatement to duty from an unpaid leave status (maternity leave) or,

for this processing and the Departmental medical examination required in subsection 4.c. of this Article, below, (childrearing leave). An employee meeting the requirements of subsection 4.c. shall be reinstated to the position classification he/she occupied immediately prior to such leave as of the date he/she requested return to duty.

b. Unpaid Leave of Absence Equal to Or Greater Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of 90 consecutive calendar days in duration or longer shall submit such request in writing to the Police Department Administration sufficiently in advance of the date on which return to duty is requested to allow for either normal processing of payroll records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for this processing and the Departmental medical examination required in subsection 4.c. of this Article, below. An employee meeting the requirements of subsection 4.c., below, shall be reinstated to the position classification he/she occupied immediately prior to such leave as follows:

(1) If a vacancy exists in such position classification on the date such employee requests return to duty, then the employee's reinstatement shall be effective on that date.

(2) If no vacancy exists in such position classification on the date such employee requests return to duty, then the employee's reinstatement shall be effective on the first date following the requested date that such vacancy occurs.

c. Departmental Medical Certification Requirement

Prior to his/her return to duty from an authorized childrearing leave provided hereunder the employee shall be required to provide medical certification from their personal physician establishing the employee's fitness for return to duty. Fitness for return to duty requirements from unpaid maternity leave status shall be as provided for in paragraph 1.a.(4).

5. Administration

a. Employment outside the Police Department for an individual during a leave of absence provided hereunder shall be governed under the same terms and conditions as off-duty

employment is permitted to employees in active service.

b. No benefits, including salary step increments, shall accrue to the individual during the unpaid portion of such leave.

c. An employee who has been reinstated to duty from an unpaid childrearing leave granted for the birth, or adoption, of his/her child shall not be permitted an additional period of unpaid childrearing leave for that child.

## ARTICLE 35

## INJURY PAY

Effective as soon as administratively practicable after the execution date of this Agreement, injury pay shall be as described below. Prior to that date injury pay benefits shall be as stated in Article 35, Injury Pay, of the 1995-1996 City/Union Agreement.

1. When an employee covered by this Agreement sustains an injury within the scope of his/her employment for which he/she is entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), he/she may receive 80% of his/her base salary as "injury pay" instead of such worker's compensation benefits for the period of time he/she may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. For an employee receiving eighty hours of injury pay in a pay period, the amount of injury pay shall be the net pay such employee would have received had he or she been working during such pay period, but not more than 80% of his or her base salary nor less than the minimum amount required by the Worker's Compensation Act. For purposes of this article, "net pay" is the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he or she is determined to be eligible for injury pay. For an employee receiving less than the eighty hours of injury pay in a pay period, the injury pay shall be 80% of his or her base salary.

2. In providing injury pay as indicated in 1., above, the employee agrees to allow the City to make the applicable payroll adjustment to his or her biweekly paycheck and agrees to make no

subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he or she is receiving injury pay.

3. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting worker's compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total Act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.
4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.
5. Whenever an employee sustains a compensable injury, he/she shall immediately notify his/her commanding officer of this fact. Each instance of injury pay that the employee fails to comply with the requirements of this subsection shall result in the employee losing his/her entitlement to any injury pay for that instance.
6. An employee reporting absent due to a compensable injury shall be governed by the Rules and Regulations and Standard Operating Procedure of the Police Department pertaining thereto.
7. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee.
8. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the City will no longer require the applicable employee deductions from injury pay benefits provided for in paragraphs 1. and 2. of this Article, above.

9. During the period of an employee's absence from duty due to a duty-incurred injury, the employees shall be permitted to leave his/her residence or place of confinement so long as he/she has first obtained a written statement from his/her personal physician stating that such travel will further his/her recuperation and the employee has first presented his/her personal physician's statement at the Medical Section. Whenever an employee authorized to leave his/her residence or place of confinement leaves the confines of Milwaukee County, he/she shall provide his/her commanding officer written advance notice of this departure indicating on the notice the time period he/she will be out of Milwaukee County, location(s) where he/she can be reached and, if a location has an address and/or telephone number, the address and/or telephone number of the location(s). While outside the confines of Milwaukee County, the employee shall be required to notify his/her commanding office of his/her whereabouts by telephone of any changes in the locations indicated on the advance notice. During any fifteen (15) day period, an employee shall not be permitted to remain outside the confines of Milwaukee County for more than 14 consecutive calendar days. Rule 5, Section 7 of the Milwaukee Police Department Rules and Regulations shall remain unchanged and in full force and effect.

10. An employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to Injury Pay.

## ARTICLE 36

## FUNERAL LEAVE

1. DEFINITION: Funeral leave as provided herein is expressly for the absence from duty because of the death of a family member or relative.

2. An employee covered by this Agreement shall be granted leave of absence of the length requested by the employee as follows:

    a. Not to exceed three (3) days with pay, in case of death of the employee's wife, husband, child, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or registered domestic partner if registered by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances;

    b. Not to exceed one (1) day with pay in case of death of the employee's grandparents; and

c. Not to exceed three (3) days with pay in case of death of the employee's stepmother, stepfather or stepchildren by virtue of the employee's current spouse; during the employee's lifetime, eligibility to use stepparent funeral leave benefits shall be limited to one (1) stepfather and one (1) stepmother, regardless of the number of stepparents.

An employee eligible for the leave with pay provided hereunder may only use that leave during the seven (7) consecutive calendar day time period immediately following the date of the death that occasioned the employee's request for the leave.

3. In the event of the death of any other relative, employees shall be permitted to change their next regular day off so they may attend the funeral.

4. Employees requesting a leave under the provisions of paragraphs l or 2, above, shall be governed by the Rules and Regulations of the Police Department.

## ARTICLE 37

## MILITARY LEAVES

1. Short Term Military Leaves of Absence (Reserve or National Guard Duty) -- Less Than 90 Days Per Calendar Year

a. Subject to the terms and conditions provided in subsections l.b. through l.d. of this Article, below, an employee shall be entitled to time off with pay when he/she is required to take a leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

b. Maximum Amount Of Time Off With Pay

(1) Continuous Service

If either military training duty leave or military duty on account of civil disturbance is limited to a single period during the calendar year, then such leave shall be granted with pay not to exceed fifteen (15) successive calendar days (including Saturdays, Sundays and legal holidays) during a calendar year.

(2) Intermittent Service

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed ten (10) regularly scheduled eight-hour shifts

during the calendar year.

(3) Combined Maximum

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service regularly scheduled eight-hour work shifts for military training duty and ten (10) such shifts for military duty in the State of Wisconsin because of riot or civil disturbance.

c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes (as it may be amended from time to time), shall receive full City pay plus all military pay for duty covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a maximum equal to his/her City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits.

d. Return to City Employment From Short-Term Military Leave

The time off with pay for short-term military leaves provided hereunder shall be granted only if the employee taking such leave reports back for City employment at the beginning of his/her next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following such employee's release from military duty.

2. Long Term Military Leaves of Absence - 90 Days or Longer Per Calendar Year

a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commanders-in-Chief thereof, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, the employee on military leave of absence shall be reinstated into the position he/she held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that he/she is still qualified to perform the duties of his/her position or similar positions.

c. The rights to reinstatement provided in subsection 2.b. of this Article, above, shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

(a) Initial Enlistment With At Least Three Consecutive Months of Active Duty

An employee who is a member of the Reserve or National Guard component of the Armed Forces of the United States and is ordered to an initial period of active duty for training of not less than three consecutive months shall make application for re-employment within 31 days after: (i) such employee's release from active duty from training after satisfactory service, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673b, Title 10, United States Code, an employee not covered under subsection 2c(1)(a) of this Article, above, shall report back for work with the City (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

For purposes of interpretation and construction of the provisions of subsections 2.c.(1)(a) and 2.c.(1)(b) of this Article, full-time training or any other full-time duty performed by a member of the Reserve or National Guard component of the Armed Forces of the United States shall be considered active duty for training.

(2) Other Military Service With Active Duty Of At Least 90 Consecutive Days

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where such active duty is not covered by subsection 2c. (1), above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty or one year after such employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

In the event an individual granted a leave of absence for military service under this Article fails to meet the requirements provided in subsections 2c (1) or 2c (2) of this Article, above, or the employee's military service is not covered under these two subsections, the City shall be under no obligation or requirement to reinstate such individual to City employment.

3. Military Funeral Leaves of Absence

An employee shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.

4. Induction Examinations

An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine his/her eligibility for induction or service in the armed forces of the United States; such time off with pay shall be granted only for examinations conducted by a United States military agency.

5. Administration

The Chief of Police shall have the authority to establish such rules and procedures that he/she deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, requirements that the employee provide the Chief of Police with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

## ARTICLE 38

## TIME OFF FOR JURY DUTY

1. An employee covered by this Agreement shall be granted time off with pay for jury duty when he/she is legally summoned for jury duty, subject to the terms and conditions provided for in paragraphs 2 through 6, inclusive, of this Article, below.
2. When an employee is legally summoned to report for jury duty, he/she shall:
   a. Immediately notify his/her commanding officer and promptly submit to him/her a written report, in "matter of" form, showing the date he/she is required to report for such jury duty; and
   b. Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and County of Milwaukee form X-650-IR15 (Official Jury Notice), and forward both documents to the Police Department Administration Bureau -- Payroll Section; and
   c. Submit a Certification of Jury Service form to the Police Department Administration Bureau -- Payroll Section at the end of his/her jury duty. Copies of this form may be obtained from the Circuit Court Calendar Clerk.
3. While on authorized jury duty, the employee shall be considered by the Police Department to be working the day shift and shall be permitted to change his/her off-duty days (regular off and vacation days) subject to approval from the Police Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed, he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she receives (excluding official travel pay).

4. An employee shall not be eligible for overtime while on jury duty, even if such duty extends beyond eight hours in one day; nor, shall an employee be eligible for overtime for work performed outside his/her regularly scheduled eight-hour work shift that is the result of changes made pursuant to paragraph 3 of this Article, above.
5. On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on such day and reports thereto without receiving a jury assignment for that day, or if he/she is engaged in jury duty for part of such day, he/she shall immediately notify his/her commanding officer of this fact by telephone and report back to work for the remainder of his/her work day. If the employee is engaged in jury duty for part of a day that falls on a work day, then such requirement to report back to work shall not be applicable on days where the amount of time remaining in the employee's regularly scheduled eight-hour shift for that day, together with travel time from the jury duty site to the employee's duty assignment location, does not allow for a work period of reasonable length; in this circumstance, the employee shall still be required to notify his/her commanding officer in accordance with the requirement set forth above. The criteria used in determining what constitutes reasonable length shall be based on present Police Department practices covering jury duty; notwithstanding the foregoing, an employee released from jury duty prior to 12:00 noon on a work day must report back to work for the remainder of his/her work day.

## ARTICLE 39

## ILLNESS IN FAMILY

1. A leave of absence with pay for one day may be granted by a commanding officer to any member of his/her command in case of serious illness in his/her immediate family or other extraordinary emergency. The present practice of granting leave only when the event giving rise to the need for leave occurs immediately prior to the beginning of the employee's shift or during the employee's shift and the event was unanticipated, not previously planned or scheduled, shall continue unchanged.
2. Employees reporting an absence under the provisions of paragraph 1, above, shall be governed by the Rules and Regulations of the Police Department.

## ARTICLE 40

## COPIES OF MEMOS AND ORDERS

1. The Chief of Police will provide the Association of Law Enforcement Allied Services Personnel with a copy of all Departmental memos and orders issued during the term of the 2004-2006 City/Association Labor Agreement, affecting wages, hours and conditions of employment of members of the Association that do not pertain to confidential police matters. Insofar as is administratively practicable, any such memos and orders issued during the term of this Agreement, will be available for pickup by the Association at the Police Department Personnel Bureau immediately following their issue; any such memos and orders not picked up will be mailed to the Association on the Friday following their issue.
2. In addition to the memos and orders provided to the Association under paragraph 1, above, the Association shall be provided copies of the Rules and Regulations and copies of Job Descriptions and Position Responsibilities for job classifications listed in Article 2, RECOGNITION. As updatings of these items occur, they shall be made available to the Association under the same terms and conditions set forth in paragraph 1, above.

## ARTICLE 41

## PARKING ALLOWANCE BENEFITS FOR

## POLICE ADMINISTRATION BUILDING EMPLOYEES

1. An employee with a regular Departmental assignment that requires him/her to report to a Police Administration Building (PAB) work location at the start of his/her regular work shift as of the 15th day of a calendar month shall be eligible for a Regular Parking Allowance benefit for that calendar month; such an employee shall be termed an "eligible employee." Two or more eligible employees may form a carpool for a calendar month (or months) by indicating this fact on a form prescribed by the Department for this purpose and the carpool members shall in aggregate be eligible for a Special Parking Allowance benefit for the calendar months the carpool remains in effect. The Special Parking Allowance benefit shall be in lieu of the Regular Parking Allowance benefit.
2. Seasonal Police Telecommunicators shall be eligible, upon appointment, for Parking Allowance Benefits for PAB employees described herein.

3. The City shall provide the Association with a list of City-approved parking facilities and will notify the Association of any change that the City may from time to time make in this list at least sixty (60) calendar days prior to the effective date of such change. Eligible employees shall be entitled to receive either a Regular Parking Allowance benefit or a Special Parking Allowance benefit under the terms and conditions hereinafter provided:

a. Regular Parking Allowance Benefit

In order to receive a Regular Parking Allowance benefit for a calendar month, an eligible employee must purchase a monthly parking permit for that month from a parking facility on the City-approved list, endorse the permit (or permit stub/receipt deemed acceptable to the Department, whenever the employee must retain the permit in order to receive parking benefits) by indicating his/her signature and payroll number on the portion of his/her monthly parking permit he/she receives from the vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (i.e., the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the employee shall be entitled to receive eighty-five dollars ($85) monthly ($95, effective the calendar month following execution of the 2004-2006 Agreement), for the month covered by the permit; provided however, if the monthly parking permit purchase price is less than eighty-five dollars ($85) (or $95, effective the calendar month following execution of the 2004-2006 Agreement), the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit.

b. Special Parking Allowance Benefit

In order to receive a Special Parking Allowance benefit for a calendar month, two or more eligible employees forming a carpool in accordance with the provisions of paragraph 2, hereof, must purchase one monthly parking permit for that month from a parking facility on the City-approved list. Each employee member of the carpool shall endorse the permit (or permit stub/receipt deemed acceptable to the Department, whenever the employee must retain the permit in order to receive parking benefits) by

indicating their signatures and payroll numbers on the portion of the monthly parking permit received from the vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the Police Department Administration no later than the 15th day of the calendar month covered by monthly permit (i.e., the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the carpool members shall in aggregate be entitled to receive a single Special Parking Allowance benefit in accordance with the following schedule (only eligible employees may comprise the carpool):

(1) Two-person carpool -- A total of $90 per month ($100, effective the calendar month following execution of the 2004-2006 Agreement;

(2) Three or more-person carpool -- A total of $115 per month ($125, effective the calendar month following execution of the 2004-2006 Agreement.

If the monthly parking permit purchase price for a carpool is less than the amount to which the carpool is entitled under this schedule, the carpool shall only be eligible for a Special Parking Allowance Benefit equal to the actual cost of the monthly permit. Payment of a Special Parking Allowance benefit shall be made to one member of the carpool designated to receive the payment; such designation shall be indicated on the form referenced in paragraph 2 hereof. Carpool members shall determine the method of apportioning the monthly Special Parking Allowance to which they are entitled, in aggregate, to receive; any dispute involving this apportionment is specifically excluded from the Grievance/Arbitration provisions of this Agreement.

Payments provided hereunder shall be made as soon as administratively practicable after the close of the calendar month covered by the permit. Except as provided in paragraph 4, below, only approved parking facilities' monthly parking permits that are properly endorsed shall be covered by the benefits provided herein. No employee shall be eligible to receive benefits under both paragraphs 2.a. and 2.b. for the same calendar month.

4. The Association recognizes that there are a limited number of parking spaces available at City approved parking facilities; accordingly, monthly parking permits for these spaces will be sold to eligible employees (either individually, or collectively, as one permit for a carpool) on a first-

come, first-served basis, subject to their availability. During a calendar month when no monthly parking permit at any City-approved parking facility(ies) is(are) available because the vendor(s) has(have) determined that no space is available, the City will honor monthly parking permit receipts from parking facilities not on the City-approved list that are within the geographic area bounded by West Wisconsin Avenue on the south, North 12th Street on the west, West Juneau Avenue on the north and the Milwaukee River on the east. The employee (or each individual employee comprising a carpool) shall endorse the receipt by indicating his/her signature and payroll number on the monthly parking permit receipt and shall submit the endorsed parking permit receipt to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (i.e., the 15th of April for the month of April). Following submission of the parking permit receipt to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit for the month covered by the parking permit under the same terms and conditions provided in paragraph 3, above.

5. Daily Parking Receipts

During a calendar month when no monthly parking permit is available to an employee under the provisions of either paragraph 2 or 3, hereof, because no space is available, the City will honor daily parking receipts from parking facilities within the geographic area described in paragraph 3, hereof, subject to the employee submitting a form prescribed by the Department to the Police Department Administration within five consecutive calendar days following the close of the calendar month. The form shall contain the following information:

a. The employee's name, signature, and payroll number (or this information for each individual comprising a carpool);

b. A listing of each individual daily parking receipt for the calendar month indicating the date and amount arranged in date order with a total amount ("total amount") for the calendar month plainly indicated; and

c. All of the daily receipts for the calendar month stapled to the back of the form.

Following submission of the prescribed Departmental form to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit

for the calendar month covered by the daily parking receipts equal to the lesser of (1) the "total amount" described in paragraph 4.b., hereof, or (2) the maximum amount provided in paragraphs 2.a. or 2.b., hereof, whichever is applicable. Such benefit shall be in lieu of the monthly parking benefits provided under paragraphs 2 and 3.

6. No employee shall be eligible for the parking benefits provided by the Parking During Court Overtime Appearance paragraph of this Agreement for a calendar month for which he/she receives benefits hereunder.

7. The benefits provided hereunder are intended to be used by an employee only for the purpose of commuting to and from his/her Departmental work location in connection with his/her City employment. The use of a parking permit by an employee for any other purpose during a calendar month shall disqualify the employee from the benefits provided hereunder for that calendar month.

8. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

9. The City shall be held harmless against any and all claims, actions and lawsuits relating to theft or personal property damage brought against the City by employees using parking facilities pursuant to the parking allowance benefits provided herein. The City shall be held harmless against any and all claims, lawsuits, actions, damages and judgments due to the employee's operation of his or her private vehicle at parking facilities which are subject to the parking allowance benefits provided herein. Nothing herein would operate to relieve the City of any liability it may have arising from its actions or omissions or preclude the employee from pursuing any rights or claims he/she may have under Wisconsin State Statute 895.46.

10. Notwithstanding the foregoing, during a calendar month the employee members of a carpool are receiving carpool benefits, the City will honor daily parking receipts for that calendar month in accordance with the following schedule:

    a. Two-person carpool - An amount of reimbursement up to $20 ($30 effective the calendar

month following execution of the 2004-2006 Agreement) which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $90 ($100, effective the calendar month following execution of the 2004-2006 Agreement).

b. Three-or-more-person carpool - An amount of reimbursement up to $40 ($50, effective the calendar month following execution of the 2004-2006 Agreement) which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $ 115 ($125, effective the calendar month following execution of the 2004-2006 Agreement).

Carpool members shall determine the method of apportioning the amounts of reimbursement; any dispute involving this apportionment is specifically excluded from the grievance/arbitration provisions of this Agreement.

## ARTICLE 42

## BUS FARE DISCOUNT PROGRAM

The City's Bus Discount Fare Program shall be extended to employees represented by ALEASP for the duration of this Agreement. The Program shall be as established and administered by the Department of Employee Relations.

## ARTICLE 43

## AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize the obligation of the City to comply with the Americans With Disabilities Act (ADA). Before the City takes any steps, including reasonable accommodation, that may conflict with this Agreement, it will meet with the Association to discuss those steps that may be taken in that individual case. In those discussions, the parties will respect the confidentiality of the disabled person as required by the Act.

## ARTICLE 44

## LIMITATIONS ON BENEFITS

1. Exclusions From Benefits

Except as provided in paragraph 2, below, or as specified in other parts of this Agreement, employees shall not be eligible for the benefits provided by this Agreement while they are

employed on a provisional, emergency, temporary, student-aide type or seasonal basis (including, but not limited to employment as a Seasonal Police Telecommunicator) or while an employee's normal hours of work average less than 20 hours per week.

2. Half-time Employees

An employee who works an average of 20 hours per week on a year-round basis in a position which is budgeted as half-time or more shall be deemed a half-time employee. The benefits to which a half-time employee is eligible shall be limited to the benefits provided by the following provisions of this Agreement, and except as provided elsewhere in this Agreement:

a. BASE SALARY

b. HEALTH INSURANCE

c. VACATIONS

d. HOLIDAYS

e. 09 DAYS

f. SICK LEAVE

g. FUNERAL LEAVE

The benefits shall be prorated and the terms and conditions under which the employee is entitled to receive them shall be as provided for by the respective provisions.

3. The provisions of this Article shall not modify the limitations on benefits applicable to Police Services Specialist that are specified in other articles of this Agreement.

## ARTICLE 45

## AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law are delegated to the Common Council, the Chief of Police and the Fire and Police Commission and these provisions shall be interpreted and applied in such manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to them.

2. The City shall administer and control the Articles and provisions of this Agreement.

3. The Association recognizes the powers, duties and responsibilities of the Board of Fire and Police Commissioners, the Chief of Police and the Common Council as set forth in Section

62.50, Wisconsin Statutes, to establish and review rules and regulations applicable to the operation of the Police Department and to the conduct of the individuals employed therein.

4. The provisions of this Agreement are binding upon the parties for the term of this Agreement. The Association having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Common Council, Chief of Police, or the Board of Fire and Police Commissioners, including rules and regulations established by the Board of Fire and Police Commissioners and the Chief of Police.

5. For purposes of construction and interpretation of this Agreement's various provisions, this Agreement shall be considered to have been executed March 21, 2005.

## ARTICLE 46

## WAIVER OF FURTHER BARGAINING

1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters within the province of collective bargaining. This Agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

2. If any federal or state law now or hereafter enacted results in any portion of this Agreement becoming void, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion.

## ARTICLE 47

## RETROACTIVE WAGE PAYMENTS

The parties to this Agreement elect not to be bound by the required frequency of wage payment provisions of §109.03 (1) (a), Stats., in respect to retroactive wages payable under the terms of this Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no later than sixty days from the execution of this Agreement.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 2005. (Four (4) copies of this instrument being executed have the same force and effect as though each were an original.)

BY:

_____
John Whitman, President

_____
Florian Kurth, Vice-President

_____
Lori Resch, Treasurer

_____
Sue McGovern, Secretary

BY:

_____
Maria Monteagudo
Employee Relations Director

_____
David Kwiatkowski
City Labor Negotiator

_____
Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

_____
Tom Barrett, Mayor

_____
Ronald D. Leonhardt, City Clerk

_____
W. Martin Morics
City Comptroller

_____
Willie L. Hines Jr., Alderman
President, Common Council

_____
Michael J. Murphy, Alderman
Chairman, Finance and Personnel Committee

**SIGNATURES**

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Appendix A

March 2, 2005

Mr. John Whitman
President, ALEASP
Local #218 IUPA, AFL-CIO
Post Office Box 15950
Milwaukee, WI 53215

Dear Mr. Whitman:

The City agrees to provide one written notice of each vacancy or newly created position within your bargaining unit, including vacancies and newly created positions excluded from the bargaining unit by the RECOGNITION provision of this Agreement. The exception to this procedure shall be vacancies for the position of Office Assistant II within the Central Records Division. No separate notice of vacancies for Office Assistant II within Central Records shall be required. Instead, a notice of continuous vacancy for Office Assistant II within Central Records shall be posted on a semi-annual basis.

Vacancy notices shall be provided in accordance with the above procedures to a representative who is designated by ALEASP. Notification shall be provided as soon as administratively practicable following the occurrence of the vacancy and shall be provided only for positions which the Chief of Police has authority to fill.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

DAK:JJA
LAB/ALEASP-CLC
CRltr

MEMORANDUM OF UNDERSTANDING
BETWEEN
ASSOCIATION OF LAW ENFORCEMENT ALLIED SERVICES PERSONNEL
LOCAL #218, I.U.P.A., AFL-CIO
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2004, and expiring December 31, 2006. The negotiating committee for the Association of Law Enforcement Allied Services Personnel, Local #218 (their signatures appear below) agree to unanimously recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of the Association of Law Enforcement Allied Services Personnel (Police Support Services Personnel) that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this _____ day of_____, 2005.

| Representatives of the Association of Law Enforcement Allied Services Personnel (Police Support Services Personnel) | City of Milwaukee Negotiating Team |
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