AGREEMENT

Between

CITY OF MILWAUKEE

and

THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21

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

EFFECTIVE JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

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and
MILWAUKEE POLICE ASSOCIATION, LOCAL #21

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AGREEMENT
Between
CITY OF MILWAUKEE
and
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21
I.U.P.A., AFL-CIO

EFFECTIVE JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

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 MILWAUKEE POLICE ASSOCIATION, Local #21, I.U.P.A., AFL-CIO, hereinafter referred to as "Association", as the representative of certain non-supervisory employees of the City of Milwaukee in the Police Department.
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the 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.
4. 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. The Fire and Police Commission and the Chief of Police will abide by the terms of this Agreement.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is

now expressly provided for respectively either by: State Statute and Charter Ordinances of the City of Milwaukee except as expressly limited herein.

6. It is intended by the parties hereto that the employer-employee relationship which exists now and has heretofore existed by and between the City and the members of the Association who are employed by the City shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2007, and ending at 12:01 a.m. on January 1, 2010. This Agreement will terminate on January 1, 2010, unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2009, nor later than July 1, 2009, the Association shall give the City Labor Negotiator written notice in accordance with the NOTICES Article 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 provisions of the WAIVER OF FURTHER BARGAINING Article of this Agreement.

ARTICLE 2

RECOGNITION

1. Except as provided in subsection 2, below, the Association is recognized as the exclusive bargaining agent for employees in active service and in the following classifications:

   Detective
   Police Officer
   Identification Technician

Chief Document Examiner
Document Examiner
Police Alarm Operator
Police Matron
Custodian of Police Property and Stores
Assistant Custodian of Police Property and Stores
Narcotics Control Officer
Police Electronic Technician
Police Audio-Visual Specialist
Court Liaison Officer
Latent Print Examiner
Computer Aided Dispatch System Specialist
Police Data Communications Specialist
Identification Systems Specialist

If an employee occupying one of the classifications listed above is placed on an authorized leave of absence without pay, the Association shall also be recognized as the exclusive bargaining agent for that individual during the period of such leave. While on such leave, the individual shall not be covered by this Agreement and shall not be entitled to any of its benefits except as specifically provided herein.

2. 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.

3. 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 such 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.

4. 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 said positions would be embraced within the bargaining unit, provided the City and Association agree that the new positions(s) should be embraced within the bargaining unit,

then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit and they shall also be covered by the Agreement between the Association and the City.

ARTICLE 3

ORDINANCE AND RESOLUTION REFERENCES

1. Except as provided in subsection 2, below, this Agreement contains benefits and the terms and conditions under which they are provided employees. At its option, the City may establish ordinances, resolutions and procedures to administer these benefits. These ordinances, resolutions and procedures, as well as any other ordinances or resolutions in effect, shall not be deemed a part of this Agreement unless the parties shall mutually consent thereto. In the event of differences between this Agreement and ordinances and resolutions, this Agreement shall control.
2. Subsection 1., above, shall not apply to the PENSION BENEFITS provision of this Agreement. Pension benefits for employees covered by this Agreement shall be those benefits defined in the applicable laws for the pension systems covering such employees.

ARTICLE 4

SUBJECT TO CHARTER

In the event that the provisions of this Agreement or application of this Agreement conflicts with the legislative authority which devolves upon the Common Council of the City of Milwaukee as more fully set forth in the provisions of the Milwaukee City Charter, Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, pertaining to the powers, functions, duties and responsibilities of the Chief of Police and the Board of Fire and Police Commissioners or the Municipal Budget Law, Chapter 65, Wisconsin Statutes, 1971, or other applicable laws or statutes, this Agreement shall be subject to such provisions.

ARTICLE 5

MANAGEMENT RIGHTS

1. The Association recognizes the right of the City, 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 the 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 provided that such rules and procedures do not violate any of the provisions of this Agreement.
2. The City has the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the City. The City shall have the sole right to authorize tradeoffs of work assignments.
3. It is understood by the parties that every incidental 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.
4. The City reserves the right to discipline or discharge for cause; except that discharge of a probationary employee in the Police Officer position classification shall not have to be for cause. The City reserves the right to lay off personnel of the department.
5. The City shall determine work schedules and establish methods and processes by which such work is performed.
6. The City shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.
7. 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.
8. The City shall have the exclusive authority to transfer any or all of the operations of the

Milwaukee Police Department now conducted by it to another unit of government and such transfer shall not require any prior negotiations or the consent of any group, organization, union or labor organization whatsoever.

9. The City shall have the authority without prior negotiations to consolidate the operations of two or more departments, or the operations within a department, or to reorganize within departments.

10. The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.

11. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management and direction of the Police Department and the police force shall be exclusively the right of the City unless otherwise provided by the terms of this Agreement as permitted by law

ARTICLE 6

PROBATIONARY EMPLOYEES

1. Prior to the start of his/her field training at the Police Training Academy, a probationary employee in the Police Officer job classifications who commences recruit training at the Police Training Academy shall not be covered by the GRIEVANCE AND ARBITRATION PROCEDURE Article of this Agreement in differences involving matters of Departmental discipline or discharge; after the start of field training, such probationary employee shall not be covered by such Article in differences involving matters of his/her discharge.

2. The duration of employee probationary periods shall be sixteen (16) months.

3. For employee probationary period requests from the Chief of Police to the Fire and Police Commission made on or after May 16, 1995 the following procedure shall apply:

    a. Copies of the Chief's letter to the Fire and Police Commission requesting an extension of an employee's probationary period will be forwarded to the employee

who is the subject of the request and to the Association prior to the Commission meeting at which the Chief's request is to be discussed; and

b. At the meeting of the Fire and Police Commission wherein the matter of the extension is discussed, the affected employee will be given the opportunity to be heard if he or she so desires. A representative of the Association may also appear and be heard on behalf of the employee, if the employee so requests, and/or on behalf of the Association.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

During the term of the 2007-2009 City-Association Agreement, if any change to §62.50, Wi. Stats. is enacted that affects the ability of the Association to arbitrate discipline, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory modifications to Article 7 only.

I. GRIEVANCE PROCEDURE

A. GRIEVANCES

1. 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. Matters of departmental discipline involving application of the rules or regulations of the Milwaukee Police Department which are not subject to appeal to the Board of Fire and Police Commissioners, shall constitute a grievance under the aforementioned provisions and matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are subject to appeal to the Board of Fire and Police Commissioners shall not constitute a grievance under the aforementioned provisions. Matters involving approval of medical (or dental) insurance

claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions.

Obligations of the City under Chapter 65, Wisconsin Statutes, and any pension matter under the exclusive jurisdiction or control of any duly constituted pension board shall not constitute a grievance under the provisions aforementioned.

2. 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 2 of the Grievance Procedure and be reviewed by the Chief of Police.

3. Steps 1 and 2, inclusive, of this Grievance Procedure shall be inapplicable to grievances involving health and life insurance benefits. A grievance concerning health insurance or life insurance benefits, other than a matter involving claims, shall be submitted directly to the City Labor Negotiator for review within fifteen (15) calendar days of the occurrence of the incident leading to such grievance. Within fifteen (15) calendar days following receipt of such grievance by the City Labor Negotiator, representatives of the MPA shall meet with the City Labor Negotiator, or his/her designee, at a mutually convenient time and place in an attempt to resolve the grievance. Following such meeting, the City Labor Negotiator shall answer the grievance in writing setting forth the reasons for his/her decision and submit same to the Association Grievance Committee Chairman within twenty-five (25) calendar days of such meeting. If the grievance is not settled, the Association may proceed to final and binding arbitration as hereinafter provided.

4. All grievances and grievance appeals shall set forth the provision of the

Agreement and/or the rule or regulation of the Chief of Police under which the grievance was filed. 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.

5. In the event the Chief or Department takes a particular action which, in the Association's view, results in a violation of the agreement and such action adversely affects a number of members under circumstances that are essentially identical, the MPA grievance committee may file a group grievance on their behalf at the second step, within 15 calendar days of the occurrence of the incident leading to such grievance. The group grievance shall identify by name, all members alleged to have been adversely affected by such action. If the MPA grievance committee is unable to identify all members of the group, by name, within the time limit allowed for the filing of grievances, it shall specify those facts which cause the adversely affected members to be identically situated in its view. Before responding to the grievance, the Department shall provide the Association with information or access to information reasonably necessary for the Association to identify the members covered by the group grievance. The Association must identify all members covered by the group grievance before appealing

it to arbitration. Alleged violations occurring after the occurrence of the incident giving rise to the group grievance shall not be considered to be covered by the group grievance, even if the facts are alleged to be essentially identical. In such a case, separate grievances or group grievances must be timely filed in order to be considered. Nothing herein is intended to preclude the parties from agreeing to consolidate grievances and group grievances for purposes of arbitration.

B. 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 grievant's district or bureau commanding officer within fifteen (15) calendar days of the occurrence of the incident leading to the grievance. Thereafter, the grievant, his/her Association Steward and his/her district or bureau commanding officer together with the grievant's immediate supervisor shall meet and discuss the grievance in a friendly manner and shall make every effort to resolve the grievance. The district or bureau commanding officer, if he/she deems it appropriate, may also discuss the grievance with the grievant's shift commander and may include him/her in the meeting. Following said meeting, the district or bureau commanding officer in consultation with the grievant's shift commander and immediate supervisor shall answer the grievance in writing, setting forth the reasons for his decision and submit same to the Association Steward and the aggrieved within fifteen (15) calendar days of receipt of the written grievance.

STEP 2

If the grievance is not resolved in step 1 above, the MPA Grievance Committee Chairman, or his/her designee who shall be a member of the MPA bargaining unit, may within fifteen (15) calendar days of the receipt of the Step 1 decision appeal this decision to 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 Chief of Police and therein a request shall be made for a meeting with the Chief of Police to consider the decision from Step 1. The Chief of Police and the Chief's Panel together with the MPA Grievance Committee Chairman, or his/her designee who shall be a member of the MPA bargaining unit, 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 Chairman, or his/her designee who shall be a member of the MPA bargaining unit, and the parties shall discuss the Step 1 decision in good faith and attempt to resolve the matter. 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 Chief shall, in writing, advise the Chairman of the MPA Grievance Committee and the grievant as to the Chief's decision with respect to the grievance. If an Association grievance is not settled at the second step, the Association may proceed to final and binding arbitration as hereinafter provided.

II. 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 calendar days of receipt of the second step answer. Said notice shall identify the grievance and the employees involved.

B. Umpire

1. Grievance appeals properly submitted for final and binding arbitration shall be decided by an umpire mutually acceptable to the City and the Association.

2. The umpire's term of office shall be six months and shall automatically be renewed for an identical term unless one of the parties submits to the other in writing an objection to such renewal no later than 30 calendar days prior to the expiration of the term. No renewal shall extend beyond the term of this Agreement. By mutual consent of the parties, an individual serving as umpire may be removed at any time. Upon non-renewal or removal of the umpire, either a new umpire, mutually acceptable to both parties, shall be appointed, or, in the event the parties, after 20 calendar days, are unable to agree on a mutually acceptable umpire, Part III, Section II. B. from the GRIEVANCE AND ARBITRATION PROCEDURE of the 1981-1982 City/Association Labor Contract shall be substituted for subsection B. of this Article and the word, "arbitrator" shall be substituted for the word, "umpire" wherever it appears in this Article.

3. In accordance with the foregoing provisions and by their mutual consent, the parties agree to designate Byron Yaffe as umpire for the time period beginning on the execution date of the successor agreement to the City/MPA 2004-2006 Labor Agreement, and ending six (6) months thereafter.

C. The umpire shall hold hearings at a time convenient to the parties, with the location of such hearings alternating between the MPA offices and the offices of the City Hall complex. The umpire 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 umpire 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 umpire shall have no authority to grant wage increases or wage decreases.

E. The umpire 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 umpire shall take into account the special statutory responsibilities granted to the Chief of Police under Section 62.50, Wisconsin Statutes, 1977. The umpire 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, 1977, 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 umpire 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 and shall be 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 umpire 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 umpire shall submit in writing his/her award to the parties.

ARTICLE 8

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Association pledges itself to make every effort to maintain unimpaired the police service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department.
2. Should one or more members of the bargaining unit, during the term of this Contract or any extension thereof, breach the obligations of Subsection l, the City Labor Negotiator shall immediately notify the officers of the Association that a prohibited action is in progress.
3. The Association shall forthwith, and in any event, within twelve (12) hours, by the senior responsible officer of the Association, disavow said strike, shall 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 the responsibility for the strike.
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:

a. Discharge

b. Loss of Compensation, vacation benefits and holiday pay.

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

ARTICLE 9

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 employed as a member of the police force prior to the execution date of this Agreement. For purposes of interpretation and construction of the provisions of this Agreement, an employee in the Police Officer job classification shall not accrue credit towards length of service during his probationary period; provided, however, upon completion of his probationary period and attaining regular status in the Police Officer job classification, the employee shall be entitled to retroactive credit towards his length of service from time spent in active service as a probationary employee in the Police Officer job classification.

3. "Employees Covered By This Agreement"

Employees employed in the Milwaukee Police Department, in active service in the following position classifications, shall be covered by this agreement during its term so long as they remain in active service and within such classifications:

Police Officer
Detective
Identification Technician
Document Examiner
Police Alarm Operator
Police Matron
Assistant Custodian of Police Property and Stores
Police Electronic Technician
Chief Document Examiner
Custodian of Police Property and Stores
Narcotics Control Officer
Police Audio-Visual Specialist
Court Liaison Officer
Latent Print Examiner
Computer Aided Dispatch System Specialist
Police Data Communications Specialist
Identifications Systems Specialist

4. "Employees," as used herein shall mean employees covered by this agreement as hereinbefore defined.

5. "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 10

BASE SALARY

Effective PP1, 2007, a 3% increase over the 2006 rates of pay.

Effective PP1, 2008, a 3.25% increase over the 2007 rates of pay.

Effective PP1, 2009, after adding $13.81 to the 2008 biweekly rates of pay, a 3% increase over the 2008 biweekly rates of pay.

1. Commencing Pay Period 1, 2007 (December 31, 2006), the biweekly base salary paid to employees shall be as follows:

   a. Police Officer[1/]
   Police Matron
   Assistant Custodian of Police Property and Stores

   Step 1. $1,686.12
   Step 2. $1,851.35
   Step 3. $2,065.14
   Step 4. $2,147.16
   Step 5. $2,273.41

   [1/] Receives $20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

   b. Court Liaison Officer

Identification Technician
Narcotics Control Officer
Police Alarm Operator

Step 1. $2,229.18
Step 2. $2,299.95
Step 3. $2,373.77

c. Custodian of Police Property and Stores

Step 1. $2,299.95
Step 2. $2,373.77
Step 3. $2,453.23

d. Detective
Document Examiner
Police Data Communications Specialist
Latent Print Examiner

Step 1. $2,347.32
Step 2. $2,440.09
Step 3. $2,536.64

e. Police Electronic Technician

Step 1. $2,453.23
Step 2. $2,538.30
Step 3. $2,623.42

f. Chief Document Examiner
Identification Systems Specialist

Step 1. $2,538.30
Step 2. $2,623.42
Step 3. $2,708.58

g. Police Audio Visual Specialist

Step 1. $2,440.09
Step 2. $2,536.64
Step 3. $2,637.01
Step 4. $2,741.37
Step 5. $2,849.79
Step 6. $2,962.69

2. Commencing Pay Period 1, 2008 (December 30, 2007), the biweekly base salary paid to employees shall be as follows:

a. Police Officer[1/]
Police Matron
Assistant Custodian of Police Property and Stores

Step 1. $1,740.92
Step 2. $1,911.52
Step 3. $2,132.26

Step 4. $2,216.94
Step 5. $2,347.30

[1/] Receives $20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

b. Court Liaison Officer
Identification Technician
Narcotics Control Officer
Police Alarm Operator

Step 1. $2,301.63
Step 2. $2,374.70
Step 3. $2,450.92

c . Custodian of Police Property and Stores

Step 1. $2,374.70
Step 2. $2,450.92
Step 3. $2,532.96

d. Detective
Document Examiner
Police Data Communications Specialist
Latent Print Examiner

Step 1. $2,423.61
Step 2. $2,519.39
Step 3. $2,619.08

e. Police Electronic Technician

Step 1. $2,532.96
Step 2. $2,620.79
Step 3. $2,708.68

f. Chief Document Examiner
Identification Systems Specialist

Step 1. $2,620.79
Step 2. $2,708.68
Step 3. $2,796.61

g. Police Audio Visual Specialist

Step 1. $2,519.39
Step 2. $2,619.08
Step 3. $2,722.71
Step 4. $2,830.46
Step 5. $2,942.41
Step 6. $3,058.98

3. Commencing Pay Period 1, 2009 (December 28, 2008), the biweekly base salary paid to employees shall be as follows:

a. Police Officer[1/]

Police Matron
Assistant Custodian of Police Property and Stores

Step 1. $1,807.37
Step 2. $1,983.09
Step 3. $2,210.45
Step 4. $2,297.67
Step 5. $2,431.94

1/ Receives $20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

b. Court Liaison Officer
Identification Technician
Narcotics Control Officer
Police Alarm Operator

Step 1. $2,384.90
Step 2. $2,460.17
Step 3. $2,538.67

c. Custodian of Police Property and Stores

Step 1. $2,460.17
Step 2. $2,538.67
Step 3. $2,623.17

d. Detective
Document Examiner
Police Data Communications Specialist
Latent Print Examiner

Step 1. $2,510.54
Step 2. $2,609.20
Step 3. $2,711.88

e. Police Electronic Technician
Computer Aided Dispatch System Specialist

Step 1. $2,623.17
Step 2. $2,713.64
Step 3. $2,804.16

f. Chief Document Examiner
Identification Systems Specialist

Step 1. $2,713.64
Step 2. $2,804.16
Step 3. $2,894.73

g. Police Audio Visual Specialist

Step 1. $2,609.20
Step 2. $2,711.88
Step 3. $2,818.62

Step 4. $2,929.60
Step 5. $3,044.91
Step 6. $3,164.97

4. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.

5. Employees completing one year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of their classification. Employees in active service shall have time spent receiving a duty disability retirement allowance counted as active service for purposes of computing current and prospective pay step advancement.

6. 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.

7. 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.

8. 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.

9. While occupying the Police Matron classification, employees shall be entitled to the same biweekly base salary paid to employees occupying the Police Officer classification; they shall be paid at the numbered pay step for the Police Officer classification which corresponds to their pay step in the Police Matron classification.

10. Within sixty days following execution of the 2007-2009 Agreement, all employees shall participate in direct deposit of paychecks.

11. The parties elect not to be bound by the required frequency of wage payment provision 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. For purposes of this provision, the execution date of this Agreement shall be the date the resolution approving this Agreement is approved by the Mayor.

ARTICLE 11

LONGEVITY PAY

1. Except as provided in subsection 3 of this Article, below, each employee covered by this Agreement at the close of the calendar year who has completed at least ten (10) years of service but less than fifteen (15) years of service as of that time shall be eligible to receive $250, each employee covered by this Agreement at the close of the calendar year who has completed at least fifteen (15) years of service but less than twenty (20) years of service as of that time shall be eligible to receive $500, and each employee covered by this

Agreement at the close of the calendar year who has completed twenty (20) or more years of service as of that time shall be eligible to receive $850. Effective for calendar year 2008 payments (paid in 2009), except as provided in subsection 3 of this Article, below, each employee covered by this Agreement at the close of the calendar year who has completed at least ten (10) years of service but less than fifteen (15) years of service as of that time shall be eligible to receive $300, each employee covered by this Agreement at the close of the calendar year who has completed at least fifteen (15) years of service but less than twenty (20) years of service as of that time shall be eligible to receive $550, and each employee covered by this Agreement at the close of the calendar year who has completed twenty (20) or more years of service as of that time shall be eligible to receive $900. An employee's "years of service," as used herein, shall mean his/her active service as a member of the WERC-certified bargaining unit represented by the Association or its predecessor, the Professional Policemen's Protective Association.

2. Except as provided in subsection 3 of this Article, below, payments earned under these provisions shall be made as soon as is administratively practicable after December 31.

3. An employee retiring on normal pension, or resigning voluntarily from the Police Department shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. For purposes of determining eligibility for the benefits provided in subsection 1, above, years of service shall be computed as of the effective date of the employee's normal retirement or voluntary resignation. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's retirement or voluntary resignation; the employee contribution required under subsection 5.b., below, shall be deducted from these

payments. All other provisions of this Article shall apply unchanged.

4. Except as provided in subsection 5 of this Article, below, payments made under the provisions of this Article shall not be included in the determination of overtime compensation or any other fringe benefits.

5. Employees in active service who retire from active service on normal pension shall have their Longevity Pay benefits included in final average salary for purposes of computing their service retirement allowance. For purposes of interpretation and construction of the provisions of this Article:

   a. The Longevity Pay benefit to which the employee is entitled to include in the Final Average Salary computation shall be an amount equal to the Longevity Pay payment the employee received for December 31 of the calendar year immediately preceding the employee's effective date of retirement. For such employees who retire after December 31, 1997, and who have attained 20 years or more of service by the end of the calendar year which includes their effective date of retirement, that amount shall be the longevity pay payment the employee would have received had he or she remained in active service for the calendar year which includes his or her effective date of retirement.

   b. Employees shall be required to contribute to their respective City pension funds $1.00 of the Longevity Pay payment they received for that year. The contribution shall be a payroll deduction made at the time the payment is made.

6. Employees in active service shall have time spent receiving a duty disability retirement allowance counted as active service for purposes of computing current and prospective longevity benefits.

7. An employee who is on detached status under the Contract Administration provisions of this Agreement or an employee who has returned to active duty from detached status under the Contract Administration provisions of this Agreement, or a prior Agreement between the City and the Association, shall be entitled to these benefits under the terms and conditions set forth if the combination of his/her "years of service," as defined in

paragraph 1., hereof, and his/her service in detached status establish eligibility therefore.

8. An employee on a military leave of absence for performance of duty as a member of the State of Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall be eligible for Longevity Pay benefits for a calendar year prorated on the basis of the employee's active service with the Department in that calendar year subject to the following:

   a. The military leave is a result of being called to, or volunteering for, active duty under the authority granted to the President of the United States or the Congress of the United States for a period of more than 30 calendar days;

   b. The length of service requirements provided in section 1., above, shall determine the amount of Longevity Pay benefits to which the employee is entitled;

   c. Length of service shall be calculated as of the effective date the employee separated from active service with the Department and began his/her unpaid military leave of absence.

   d. For purposes of prorating Longevity Pay benefits, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less that 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.

ARTICLE 12

SPECIAL DUTY AND TEMPORARY ASSIGNMENT PAY

1. Each employee in the Police Officer job classification shall be paid an additional amount for time spent underfilling the position of Desk Sergeant at the direction of his commanding officer. The additional amount for each hour of time so spent shall be equivalent to the difference between the base salary hourly rate of step one of Pay Range 808 and the Police Officer's base salary hourly rate.

2. Effective Pay Period 11, 1995, employees in the Police Officer classification who are assigned or continue to be assigned by the Chief to the Communication Operations Division to perform dispatch duties and the two Police Officers who are assigned or continue to be assigned to the Court Administration Section to perform work as court coordinators shall be entitled to receive temporary assignment pay for all active service in such assignments. For purposes of this paragraph only, temporary assignment pay is defined as a flat dollar amount equal to the difference between the maximum bi-weekly pay rate for pay range 801 and the maximum bi-weekly pay rate for pay range 804.
3. 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.
4. Effective at the start of the first full pay period following execution of the 1998-2000 Agreement, the two individuals who are currently underfilling the position of Court Liaison Officer shall be appointed, through the appropriate procedures set forth by law, to that position.

ARTICLE 13

MOTORCYCLE PAY

1. Motorcycle traffic patrol duty shall also include the time spent performing the duties and responsibilities associated with winter storage of the officer's assigned motorcycle. Such duties shall be prescribed by the Chief of Police, who may, from time to time, change them. The duties shall include, but not be limited to, frequent visual inspection, periodic recharging of the motorcycle's battery, performing the prescribed shut down procedure at the beginning of winter storage and a start up procedure at the end of winter storage and washing and waxing the motorcycle. The duration of time spent by an employee in the performance of winter storage duties shall not exceed 1½ hours per month; no employee shall devote more time to such duties without obtaining prior authorization from the employee's commanding officer.

2. A motorcycle shall be stored only in a private storage area approved by the Chief. The period of winter storage shall be determined by the Chief of Police.
3. For the duration of the winter storage period, an officer who maintains his/her assigned motorcycle in an approved private storage area shall receive $20.00 biweekly in addition to base salary in lieu of any other compensation for the duties (and the expected amount of time devoted to those duties) described in sections 1 and 2, above.
4. Except as modified by sections 1 through 3, all heretofore existing administrative procedures associated with the $20.00 biweekly payments received by employees assigned to motorcycle traffic patrol duty shall remain unchanged.
5. Winter storage of City motorcycles and compensation therefore, as set forth in sections 1 through 4, may be terminated at any time at the sole discretion of the Chief of Police.

ARTICLE 14

HOURS OF WORK

1. The normal hours of work for employees covered by this Agreement shall consist of work shifts of eight (8) consecutive hours which in the aggregate results in an average normal work week of forty (40) hours.
2. Within the normal hours of work, any shift assignment of eight consecutive hours, which is of 10 consecutive eight-hour work shifts in duration or longer, with each eight-hour work shift starting at the same time or in the case of special assignments such as vice-squad with possible differing starting times for each eight-hour work shift shall be deemed to be a regularly scheduled eight-hour shift assignment; except that within the normal hours of work Christmas Store detail or Summerfest detail shall also constitute a regularly scheduled eight-hour shift assignment. The regularly scheduled eight-hour shift assignment of employees assigned to the Professional Performance Division (PPD) who perform duties traditionally performed by PPD, including criminal investigations of department members and investigations of claims to which the department is a party, shall be established in the same manner as that of employees assigned to the vice-squad as

stated above.

3. The regularly scheduled eight-hour shift shall be established by the Chief of Police in accordance with the requirements set forth above.

4. Except on those occasions when an emergency situation exists, if the Department desires to change the off days falling within a single pay period for a member who otherwise continues to be assigned to the same schedule and off day group, the member must be given personal notice of such change, at least seven days prior to the start of the pay period in question. If the Department fails to give such notice, all hours worked on either of the off days in question shall be treated as falling outside the regularly scheduled eight-hour shift, as provided in Article 15

ARTICLE 15

OVERTIME

1. DEFINITION:

Overtime shall be all authorized assignments outside the regularly scheduled eight-hour shift as hereinbefore defined under the Article "Hours of Work." Notwithstanding the fact that trade off of work assignments or other rescheduling of work assignments authorized by the Department at the request of the employee results in work assignments outside of the regularly scheduled eight-hour shift, such time shall not be considered overtime.

2. OVERTIME RATES

a. Overtime earned as a result of training time or roll-call time shall be compensated for at base salary rates (1X).

b. Overtime earned as a result of court time shall be compensated as follows:

(1) Each court appearance less than or equal to two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates

(1½X); however, a minimum of two and one-half (2½) hours' pay at one and one-half base salary rates (1½X) shall be granted employees covered by this Agreement when said employees are officially required to appear in court on their own time, provided said employees are excused before completing the two and one-half (2½) hour minimum.

(2) Each court appearance greater than two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates (1½X) for the entire time of such appearance.

(3) Notwithstanding the foregoing, within any court appearance, the first hour of court-ordered lunch time shall be unpaid.

(4) Parking During Court Overtime Appearance

Subject to the following terms and conditions, the City will provide employees with City-paid parking at MacArthur Square parking facility (located at 841 N. James Lovell Street) when they are on authorized Police Department business during off-duty hours as a result of either a court overtime assignment or when ordered to the Police Department Administration Building by a commanding officer:

(a) If the MacArthur Square parking facility has no available parking space, the City will honor parking receipts from the MATC parking facility.

(b) Each instance of City-paid parking shall be limited to:

i. Court Overtime

The duration of the employee's court overtime appearance

beginning at the time the employee is required to be in court, ending at the time the employee is released by the court and including a reasonable amount of time for the employee to get to and from his/her parked vehicle. An employee assigned to the early shift on a regular basis who receives City-paid parking hereunder as a result of a court appearance during his/her off-duty hours shall also be entitled to an extension of such parking until the end of his/her assignment on that date if he/she is assigned to early shift duty on that date and the conclusion of the court appearance falls within two hours of the start of his/her shift.

ii. Authorized Departmental Business at Police Administration Building

The duration of the employee's appearance at the Police Administration Building beginning at the time the employee is required to be there, ending at the time the employee is released by the Department and including a reasonable amount of time for the employee to get to and from his/her parked vehicle.

(c) In order to receive City-paid parking benefits, the employee shall, immediately following the conclusion of a court appearance, present the court overtime time card for that appearance and the

designated parking facility receipt covering the time period of the appearance to a supervisory police officer designated by the Police Department Administration. The overtime card shall indicate the duration of the court appearance. Based on the overtime card, the designated supervisory officer shall authorize the payment of the parking fee to cover the time period of the court appearance and a reasonable amount of time for the employee to get to and from his/her vehicle and the court. The time allowed to get to and from the employee's parked vehicle and the court shall be the same as in provided in Departmental Order #8947, adopted November 27, 1984. This Order provides that each instance of City-paid parking shall be limited to the duration of the employees' court overtime appearance and include actual time up to 30 minutes prior to the start of the court overtime and no more than 30 minutes after the conclusion of the court overtime. City-paid parking benefits associated with an employee's appearance at the Police Department Administration Building during off-duty hours on authorized Departmental business pursuant to order of a commanding officer shall be administered in accordance with procedures established for that purpose by the Police Department Administration.

(d) 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.

c. Overtime earned as a result of an authorized eight-hour shift assignment which falls outside the regularly scheduled eight-hour shift in whole or in part and which because of the nature of the work performed does not fall within 2.a. or 2.b., above, shall be compensated at one and one-half (1½X) the base salary rate, except that if an employee's regularly scheduled eight-hour shift, as established by the HOURS OF WORK provision of this Agreement, is changed, then all time worked on the new regularly scheduled eight-hour shift shall be compensated at (1X) the base salary rate.

d. Overtime earned as a result of an authorized assignment outside of the regularly scheduled shift which does not fall within 2.a., 2.b. or 2.c., above, shall be compensated at one and one-half (1½X) the base salary.

3. OVERTIME PAYMENTS

a. Definitions

(1) Compensatory Time Off Balance (CTB)

The term "compensatory time off balance (CTB)", as used in subsection 3 of this Article, shall mean the unused amount of overtime the employee has

earned that was compensated in time off instead of cash.

(2) Overtime Earned

The term "overtime earned," as used in subsection 3 of this Article, shall mean the amount of overtime worked times the rate at which it is compensated; for example, one hour of overtime worked that is compensated at straight time rates (1X)*[1] under this Article shall equal one hour of overtime earned and one hour of overtime worked that is compensated at a rate of time and one-half (1½X) under this Article shall equal 1½ hours of overtime earned.

b. Payment

All overtime earned for work performed during the term of this Agreement, shall be paid for in cash except that:

(1) If an employee's compensatory time off balance (CTB) recorded on the most current Police Department Personnel Status Report is less than 225 hours, the employee may elect to be compensated in time off instead of cash for each instance of overtime work performed after issuance of the most current Status Report until issuance of the next Status Report which indicates the employee's CTB is equal to or greater than 225 hours.

(2) An employee may use compensatory time off on dates he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first-served basis. Decisions made by the employee's commanding officer with respect to the availability of the

[1] *Less than two and one half hours of Court Overtime worked shall equal two and one half hours of overtime earned at 1.5X Base Salary.

dates the employee has requested shall be subject to all of the provisions of subsections 3.b. (3) and (4).

(3) The parties recognize and shall implement the U.S. Department of Labor's position that prior to denying a request to use accrued compensatory time, and even when granting the request would bring operations below prescribed staffing levels, an employer must first attempt operational alternatives to fill its prescribed staffing levels by using replacement officers at premium overtime rates when required by the FLSA. Accordingly, the City, working with and through the Milwaukee Police Association, has established a system which guarantees that no one is denied compensatory time off when prescribed staffing levels can be met through a replacement (paid at FLSA premium rates where they apply). If a police officer is denied a request to use compensatory time on the regularly scheduled shift that the officer has requested, whether on the basis of prescribed staffing levels or for any other reason(s), the provisions enumerated as subsections (a) through (k) at the end of this paragraph will be utilized in order to obtain, when at all possible, a suitable replacement for the officer, excepting under the following circumstances in which the below-described duties fall within the officer's regularly scheduled shift:

(aa) where that police officer is required to testify at a hearing, trial, or other proceeding on behalf of the City (including, *inter alia*, Fire and Police Commission meetings or hearings, grievance arbitrations, or lawsuits) to the exclusion of any other police officer, and where he or she has not been subpoenaed to testify;

(bb) where a police officer is mandated to appear at a charging conference in the office of the District Attorney, or before any other public prosecutor, and where his or her involvement in the arrest or other pertinent events mandates that the police officer appear to the

exclusion of any other police officer; and

(cc) in those circumstances where the police officer (excluding those assigned to the Patrol Bureau and excepting those police officers assigned to the Patrol Support Division), possesses unique technical skills which are required to be made available to the Police Department during a particular period of time. In the event that an officer is denied compensatory time off (or is initially granted compensatory time off and is subsequently denied) under this subsection (cc), s/he shall be compensated at the rate of 1-1/2x (or 2x if cancelled within 24 hours of the start of the compensatory time previously granted) for all hours of that shift for which compensatory time off had been requested if the following conditions are satisfied prior to notification by the Department that s/he would be required to work during that time:

1. the officer made arrangements for a replacement; and
2. both the officer requesting compensatory time off and the replacement executed and filed with the Department the forms specified in Article 15 Section 3.b.(3)(l), of this paragraph, below.

The Chief of Police shall develop a form, which will be posted at each work location throughout the Police Department, upon which employees seeking replacements may identify themselves and the pertinent date(s). The availability of this form shall not preclude the use of replacements obtained by police officers through other means. The following conditions will apply to replacements obtained under this subsection. If these conditions are fulfilled, the replacement will work in place of the employee who has requested the use of compensatory time off and that request shall be granted.

(a) Arrangements for a replacement must be made and confirmed at least 48 hours in advance of the start of the compensatory time which is to be taken off.

(b) The replacement worker is within the same "box" as shown on the "Milwaukee Police Department Organizational Chart" attached hereto as page 1 of Appendix G (as may be in effect, modified or changed from time to time by the Department or the Fire and Police Commission) as the employee exercising his/her right to use compensatory time off, except as specifically provided on page 2 of Appendix G or unless the employee's commanding officer in his or her discretion approves a replacement obtained by the employee from a different "box." In the event that the Department or the Fire and Police Commission modifies the organizational chart, the parties will immediately engage in collective bargaining to provide for reasonably comparable access to replacement workers.

(c) The replacement must have more than one (1) year of service from date of hire and must have completed field training.

(d) The replacement must be of the same rank as the employee requesting use of compensatory time off.

(e) The replacement will be permitted to work as a replacement only on a day when he/she would otherwise be on a regular day off.

(f) An employee is ineligible to work as a replacement for more than two (2) regular off days in a pay period.

(g) An employee is ineligible to work as a replacement for more than four (4) hours during a shift that immediately precedes or follows that employee's regular work shift, not to exceed two (2) occasions per pay period. However, if, because of staggered shifts, the shift of the officer who is being replaced ends or begins one hour before or after the shift of the replacement officer, such shift shall be deemed to "immediately" precede or follow the replacement's regular work shift. When this occurs, the replacement shall work the one-hour of gap (for a maximum of five (5) hours work), which gap time shall be compensated as if it was regular replacement time, as specified in subsection (h), immediately below.

(h) The regular shift replacement hours will be compensated in cash at straight-time (1X) rates (except for the four (4) contractual holidays specified at Article 32 paragraph 1 of this Agreement which will be paid at 1½X Base Salary). Time worked as a replacement under this subsection shall be counted as "hours worked" for FLSA purposes, so long as the requirements of the FLSA apply to the City.

(i) The replacement will not receive out-of-shift premium.

(j) The replacement shall be subject to all of the obligations applicable to any employee who is regularly scheduled for duty.

(k) If the replacement reports sick on a day when he/she is scheduled to work as a replacement, he/she will be ineligible thereafter to

work as a replacement for a period of 90 days. If the replacement reports injured off-duty on a day when he/she is scheduled to work as a replacement, the replacement will be ineligible thereafter to work as a replacement for a period of 90 days unless: (1) the off-duty injury occurred subsequent to the time at which the replacement agreed to serve in that capacity; and (2) the replacement provides medical substantiation of the off-duty injury.

(l) A replacement will, at the time of his/her selection, execute on a form prescribed by the Chief of Police his/her agreement to serve as a replacement in accordance with the terms and conditions of this Agreement. The officer taking compensatory time off who arranged for the replacement will also execute this form.

(4) An officer, at his/her option and under preexisting practices, may also seek a "body-for-body" trade as allowable under 29 C.F.R. § 553.31 ("Substitution") in order to use compensatory time off when desired. This shall not be a prerequisite to the procedure set forth in subsection 3.b.(2) and (3) for obtaining a replacement.

c. Compensatory Time Off Segments

(1) Subject to the terms and conditions provided for in subsection 3.b.(2) of this Article, above, and except as provided in 3.c.(2), below, an employee authorized to use earned compensatory time off must use it in units of either eight-hour days or four-hour segments.

(2) Subject to the terms and conditions provided for in subsection 3.b.(2) of

this Article, above, an employee may request to use earned compensatory time off in units of one (1) hour for purposes of significant personal importance. Such requests will be granted at the discretion of the supervisor consistent with the needs of the service and shall not be denied arbitrarily or capriciously. It is understood that the needs of the service are of preeminent importance in weighing such requests.

4. All overtime shall be at the option of the Chief of Police.

5. Application of the provisions contained in this Article shall not involve pyramiding of overtime. During a period of time there are two (2) concurrent overtime rates, the following procedure shall be used to determine the rate for that period:

   a. If both rates are at time and one-half (1½X), the employee is paid at a rate of time and one-half (1½X).

   b. If one of the rates is time and one-half (1½X) and the other straight-time (1X), the employee is paid at a rate of time and one-half (1½X).

   c. If both rates are straight-time (1X), the employee is paid at a straight-time (1X) rate.

   d. For purposes of construction and interpretation of this provision, a court appearance involving the three and three quarter hour court overtime minimum payment shall be deemed a two and one-half-hour period of time and one-half (1.5X) overtime beginning with the start of such court appearance.

6. 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.

7. Overtime shall be compensated for each actual hour or nearest 0.1 of an hour of authorized overtime worked.

8. 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.

9. The terms and conditions agreed to between the parties in respect to Police Band overtime (except as stated below), court overtime parking and negative comp time balances, which are set forth respectively in City/MPA Memoranda of Understanding dated: September 14, 1983 (Police Band Overtime), October 12, 1983, and November 16, 1983 (Court Overtime Parking) and December 15, 1983 (Negative Comp Time Balances) shall be incorporated into the provisions of this Article and be made a part of this Agreement as Appendix B. The terms and conditions of the Memorandum of September 14, 1983 (Police Band Overtime) shall be amended to provide that the Compensatory Time Off Bank (CTB) time is the same as provided in subsection 3.b.(1) of this Article.

10. Miscellaneous Overtime Provisions

    a. Roll Call

    Existing roll-call time practices will be maintained for the term of this Agreement or any agreed-upon extension thereof. Effective August 11, 1985, and for so long as employees are covered by the Fair Labor Standards Act (FLSA) during the term of this Agreement, or any agreed upon extension thereof, the 18-minute roll-call period shall be reduced to a 12-minute period with all overtime earned during such 12-minute period compensated at time and one-half (1½X) the base salary

rate. If and when employees are no longer covered by the FLSA, the roll-call period shall be increased to an 18-minute period and overtime earned as a result of roll-call shall be compensated at base salary rates (1X). Identification Technicians who are assigned to perform street duties shall attend roll call and receive roll call pay.

b. Compensatory Time Off

If and when the City is required by law to pay cash for overtime work performed that could otherwise have been paid for in compensatory time off under the provisions of this Agreement, the City may modify overtime provisions to assure that overtime compensation (whether in cash, compensatory time, or both) for all overtime work performed shall not exceed 1½X the employee's base rate of pay.

ARTICLE 16

FIRE AND POLICE COMMISSION OVERTIME

1. Definition

Fire and Police Commission Overtime shall be defined as time spent by an employee outside of his/her regularly scheduled eight-hour work shift, (as such eight-hour work shift is defined under the HOURS OF WORK Article of this Agreement) under subpoena at a trial proceeding conducted by the Board of Fire and Police Commissioners (FPC); provided such FPC trial proceeding resulted from either a citizen complaint filed with the FPC, or an appeal from discipline administered by the Chief of Police, and provided further that the employee so subpoenaed was involved in the incident which gave rise to the complaint or the discipline. The extent of involvement occasioning an employee's appearance at a FPC trial proceeding, where such appearance was solely for the dispositional phase of that proceeding, shall, in addition to covering involvement in the incident which gave rise to the complaint or the discipline, cover any other involvement

such employee had in the course of his/her employment in the Police Department with the defendant(s) in such complaint or discipline. The term, "FPC trial proceeding," as used herein, shall also include FPC conciliation proceedings.

2. Limitations

a. Fire and Police Commission Overtime shall not include overtime assignments made by the Chief of Police. Overtime assignments made by the Chief of Police shall be covered by Article 15 of this Agreement entitled OVERTIME.

b. An employee shall not be entitled to any compensation for an FPC trial proceeding during the time period he/she is suspended from duty with pay.

c. An employee shall be required to turn over to the Police Department Administration all witness fees he/she received as a result of a FPC trial proceeding for which the employee received Fire and Police Commission Overtime pay, and make no subsequent claim for this money whatsoever.

3. Fire and Police Commission Overtime Rates

a. Fire and Police Commission Overtime earned as a result of an appearance at a FPC trial proceeding that was not limited solely to the dispositional phase of the trial proceeding, shall be compensated at:

(1) Base salary rates (1X) for all time spent at such appearance when the appearance is less than or equal to two hours in duration; however, a minimum of two hours' pay at base salary rates (1X) shall be granted an employee when he/she is subpoenaed to appear at such FPC trial proceeding on his/her own time, reports thereto, and is excused before completing the two-hour minimum.

(2) Base salary rates (1X) for the first two hours of such appearance and at time and one-half (1 1/2X) the base salary rate for all time in excess of the first two hours of such appearance, when such appearance is greater than two hours in duration.

b. Fire and Police Commission Overtime earned as a result of an appearance at a FPC

trial proceeding that was solely for the dispositional phase of the trial proceeding, shall be compensated at a flat rate equal to two (2) hours of pay computed at the employee's base salary rate (1X) in effect at the time of the appearance. The flat amount provided hereunder shall not be construed as a limitation on the length of an employee's appearance at such dispositional phase.

4. Fire and Police Commission Overtime Payments

Fire and Police Commission Overtime earned under the provisions of this Article shall be compensated for in cash or compensatory time off in accordance with, and subject to, the provisions of subsection 3 set forth in Article 15 of this Agreement. Fire and Police Commission Overtime earned, that is compensated for in compensatory time off shall count towards the employee's CTB and be recorded on the Police Department Personnel Status Reports. For purposes of interpretation and construction of the provisions of this subsection, each instance of Fire and Police Commission Overtime worked of less than two hours' duration at a FPC trial proceeding, that was not limited solely to the dispositional phase, shall equal two hours of Fire and Police Commission Overtime earned and each instance of Fire and Police Commission Overtime worked at an FPC trial proceeding that was limited solely to the dispositional phase shall equal two hours of Fire and Police Commission Overtime earned.

5. Employees receiving compensation under the provisions of this Article for an appearance at a FPC trial proceeding shall be covered by the provisions of subsection 2.b.(4) set forth in the Overtime Article of this Agreement for that appearance.

6. Application of the provisions contained in this Article shall not involve pyramiding of Fire and Police Commission Overtime, nor shall it involve pyramiding with compensation provided under the Overtime Article of this Agreement. For purposes of interpretation and construction of the provisions of this subsection, the terms and conditions set forth in subsection 5 of the Overtime Article shall be applicable.

7. The hourly pay used in the computation of Fire and Police Commission Overtime shall be equal to 1/80th of the employee's biweekly base salary in effect at the time of the FPC

trial proceeding for which such compensation is being provided.

8. Except for compensation received under subsection 9 of this Article, 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.

9. An employee under subpoena to a FPC trial proceeding during the period which falls within his/her regularly scheduled eight-hour work shift shall be entitled to his/her regular base salary for that period; provided that such employee is not on paid leave, was actually scheduled to work or worked a portion of such shift. Eligibility for compensation under this subsection, and witness fee reimbursement requirements, shall be subject to the same terms and conditions applicable to Fire and Police Commission Overtime that are set forth in subsections l and 2 of this Article.

10. Administration

    a. The Executive Director of the FPC, or his/her designee, shall record the employee's appearance at a FPC trial proceeding, noting the time the employee was required to report to such proceeding and the time the employee was excused from such appearance. The Executive Director, or his/her designee, shall also note if the employee was subpoenaed solely for the dispositional phase of the trial proceeding. This information shall be forwarded to the Police Department Administration. As a condition of eligibility for receipt of the compensation provided hereunder, an employee must submit his/her subpoena, or clear facsimile thereof, to the Executive Director (or his/her designee) at the time the employee reports to the trial proceeding.

    b. Administration and control of the provisions of this Article shall be under the City which shall have the authority to establish such rules and procedures that it deems necessary to administer the benefits provided by this Article.

ARTICLE 17

INFORMATION RECOMMENDED TO BE FURNISHED TO ASSOCIATION

1. The City will recommend to the Annuity and Pension Board of the Employees' Retirement System of Milwaukee, hereinafter referred to as Board, that it supply actuarial information to the Association or its actuary upon receiving a written request herefor for the purpose of costing out proposals by the Association for pension changes for collective bargaining conditioned upon the Board's actuary having such information available.
2. The City will recommend to the Board that the Board or the Board's actuary supply to the Association or any actuary acting on behalf of said Association, any and all information which said Association actuary requests for purposes of costing out proposals upon which the Association may wish to collectively bargain on with the City.
3. All costs or expenses involved in supplying information either under Subsections 1 or 2 above to the City or to the Board involved under Subsections 1 or 2 above shall be paid for by the Association in the manner required either by the City or the Board in connection with the supplying of such information.
4. Excluded from Subsections l or 2 shall be such matters of a private or confidential nature so determined by the Board as may be supplied to the Board by individual employees or retirees.

ARTICLE 18

RETENTION OF PENSION AND ANNUITY RIGHTS

The City agrees not to diminish any contractual pension and annuity rights presently vested in any employee including any rights enumerated herein.

ARTICLE 19

PENSION BENEFITS

Pension benefits for an employee covered by this Agreement who is a member of the Employe's Retirement System of Milwaukee (ERS) shall be those benefits defined in

Chapter 36 of the City Charter (ERS Act) that are applicable to a "policeman". Except for the following provisions, these pension benefits shall continue unchanged during the term of this Agreement:

1. Chapter 36 of the Milwaukee City Charter regarding pension benefits for employees covered by this Agreement who are members of the Employe's Retirement System of Milwaukee (ERS) may be amended to the extent necessary for such plan to remain qualified under Section 401.a. and 501.c. of the Internal Revenue Code of 1986 as amended. In the event the IRS rules that the Charter amendments have become invalid, then the Charter Ordinance will reflect back to the old language of the Charter.

2. The City agrees that it will never seek to increase the age/service requirements applicable to employees in active service and covered by the 2007-2009 City/MPA Labor Agreement on its effective date that are provided for under section 36-05-1-f of the ERS Act.

3. Subject to the conditions contained therein, the parties agree to abide by the pension provisions of the October 29, 1999 Final Global Settlement Agreement for Active Police Officers, as amended by Charter Ordinance.

   If any portion of the Global Pension Settlement Agreement or implementing Charter Ordinance is held invalid, or if compliance with it is restrained by operation of law or by any court of competent jurisdiction, the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion of the Global Pension Settlement Agreement or Charter Ordinance.

   This paragraph shall in no way affect or restrict other benefits unrelated to pension benefits in the Global Settlement Agreement.

4. Creditable service for active military service, as provided in 36-04-c, shall be extended to members of the MPA who participate in the combined fund and who retire on a service retirement on and after January 1, 2003.

5. Effective for employees hired after the execution date of the 2004-2006 City-Association labor agreement, when a retirement application is filed by an employee covered by this Agreement who seeks a Duty Disability Retirement Allowance based upon a mental injury, the application shall be referred to the Medical Council established under s. 36-15-12 of the Milwaukee City Charter, in lieu of the Medical Panel, which Medical Council shall determine and certify whether the applicant is permanently and totally incapacitated for duty as a result of such mental injury in accordance with the requirements of Chapter 36 of the Milwaukee City Charter. In any reexamination authorized by Chapter 36 of the Milwaukee City Charter of such retired beneficiary, the beneficiary shall be referred to the Medical Council, in lieu of the Medical Panel, for reexamination and such Medical Council shall make the determination and certification required under the provisions of Chapter 36 of the Milwaukee City Charter for reexaminations.

ARTICLE 20

LIFE INSURANCE

1. Amount of Life Insurance Coverage

Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to one and one-half times their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and under age 65. Upon attaining age 65 the amount of life insurance coverage to which an employee is entitled shall be reduced to an amount equal to 100% of the employee's annual base salary rate, rounded to the next higher thousand dollars; this reduction shall become effective on the first of the month next following the month in which the employee attains age 65 and shall remain in effect so long as the employee remains in active service.

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 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. Subject to the terms and conditions provided in subsection 3.b. through 3.f. of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 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.

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

c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date 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.

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

e. 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.

f. 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 Subsection 1 of this Article, above, who elect such coverage, shall pay to the City an amount equal to $.21 per month for each $1,000 of coverage in excess of $45,000. 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 Subsection 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 is entitled to under subsection 1., above.

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

c. Life insurance benefits shall be subject to the terms and conditions contained in the contract between the City and its life insurance carrier which was in effect as of January 1, 1983.

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), subject to a sixty (60) day advance notice to the MPA, 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.

7. Optional Reduced Life Insurance Coverage for Retirees

a. Eligibility for retiree life insurance benefits, the amount of retiree life insurance coverage, the cost of retiree life insurance coverage shared between the City and the employee, and all other terms and conditions applicable to retiree life insurance

benefits, shall continue to be as prescribed from time to time by the City.

b. Except as provided in paragraph 7.c., hereof, an employee eligible for retiree life insurance coverage who elects such coverage must elect the maximum amount of coverage to which he/she is entitled.

c. An employee who commences receiving a service retirement allowance and who is eligible for retiree life insurance coverage, shall be eligible to elect an amount of coverage less than the maximum amount of coverage prescribed by the City in lieu of such maximum amount, subject to the terms and conditions hereinafter provided (such coverage shall be termed "Reduced Coverage"):

(1) An employe may elect Reduced Coverage at the time of retirement or, commencing with the second January 1 following the employe's effective retirement date, within the 30 calendar day period immediately preceding January 1 of the calendar year. Such election shall be in writing on a form prescribed by the City, and shall be submitted to a City-designated administrator within time limits prescribed by the City. Once elected, the amount of an employee's Reduced Coverage shall remain unchanged, except as provided in paragraph 7.c.(2) below.

(2) An employee or retiree eligible for Reduced Coverage may modify the amount of his/her retiree life insurance coverage (either Maximum Coverage or Reduced Coverage) for a calendar year by executing a change of coverage form prescribed by the City within the 30 calendar day time period immediately preceding January 1 of the calendar year (but not earlier than the second January 1 following the employe's effective retirement date), in accordance with procedures established for this purpose by the City. In no event shall the modified amount of coverage exceed the maximum amount of coverage prescribed by the City.

(3) Election of Reduced Coverage or modification to Reduced Coverage or Maximum Coverage during the 30 calendar day period immediately

preceding January 1 of the calendar year, as provided herein, shall become effective on January 1 of the calendar year.

(4) The amount of Reduced Coverage shall be in units of $1,000.

(5) An employee or retiree, age 65 or older, shall not be eligible to elect or maintain Reduced Coverage.

(6) The provisions of paragraph 7.a. shall apply to Reduced Coverage.

For purposes of interpretation of the provisions of this paragraph, the term, "retiree," as used herein, means an individual eligible for Reduced Coverage hereunder after the effective date his/her service retirement allowance commenced. Election of retiree life insurance coverage (either Maximum Coverage or Reduced Coverage) or modification(s) to that coverage shall be the responsibility of the employee or retiree.

d. The provisions of paragraph 7.c., hereof, represent the only changes to retiree life insurance benefits provided to employees by the City.

8. Additional Insurance

Employees shall be eligible to purchase additional life insurance in an amount not to exceed three (3) times the employee's base salary at no cost to the City. The City shall deduct bi-weekly from the paychecks of participating employees a uniform amount per thousand dollars of additional life insurance. The City shall deliver such deductions to the Milwaukee Police Association's choice of carrier (MetLife or MetLife affiliates). Each employee electing to purchase additional insurance beyond that which is identified in subsection 1 shall do so on a form provided by the City.

The MPA assumes full liability for all of its acts in the performance of the provisions of Paragraph 8 of this article. The Milwaukee Police Association agrees that it shall indemnify and hold harmless the City against all liability, judgments, costs and expenses, which may in any way arise against the City as a consequence of the City's compliance with Paragraph 8 of this article. If judgment is recovered, whether in suits at law or in equity, against the City by reason of the carelessness, negligence, or by acts of

commission of the Milwaukee Police Association, the MPA assumes full liability for such judgment, including costs, attorneys fees or other expenses resulting therefrom.

ARTICLE 21

HEALTH INSURANCE

1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2004-2006 City/Association Agreement, including the following provisions:

(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 Program (UR/CM) program shall be established by the City for 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 of 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. After the patient informs his/her physician that the proposed elective procedure must be approved by the UR/CM program representative and the physician has contacted such representative, the UR/CM program will determine if the procedure will be approved or denied. If the physician and the UR/CM program representative disagree, discussions between them will continue in an attempt to resolve the disagreement. If discussions over five working days do not resolve the issue, the Employe Benefits Manager shall appoint a local physician who practices in a medical field relevant to the contemplated elective procedure and who is not affiliated with the employee's physician. The second physician's findings shall be submitted

to the UR/CM program representative for review. If the second physician's prescribed treatment is approved by the UR/CM program representative, it shall be the treatment which is covered. In the event that both physicians either prescribe the same course of treatment, or each prescribes a different one, and the procedure(s) does(do) not meet the standards of the UR/CM program representative, and no compromise can be effected, the UR/CM program representative will approve the course of treatment prescribed by the employee's physician. Once established, the foregoing appeal procedure shall remain in effect until the execution date of the successor contract to this Agreement.

(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 a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor. The Utilization Review Contractor shall determine the medical necessity.

(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 two thousand dollars ($2,000). 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 ($2,000) of charges.

(6) The Major Medical lifetime maximum benefit shall be $500,000.

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in subsection 1.b.(2), hereunder, employees shall have the right to select coverage under an HMO Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefits of the HMO plans will be substantially the same as the Basic Plan benefits. The benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

(2) Effective upon execution of the 2007-2009 Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee’s Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to “Health Maintenance Organization” or “HMO” in this Agreement shall be understood to also refer to an “Exclusive Provider Organization”, “EPO”, or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.

(3) Effective January 1, 2008, the following co-payments shall be implemented:

(a) An employee shall pay a $10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in 1.b.(3)(b) and (c), hereunder.

(b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.

(c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.

(d) An employee shall pay a $50.00 emergency room co-payment for each emergency room visit.

(e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:

i. Tier 1 co-payment equal to $5.00;

ii. Tier 2 co-payment equal to $17.00;

iii. Tier 3 co-payment equal to $25.00;

iv. Legend Drugs co-payment equal to $5.00;

v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

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 October 17, 1981 executed April 26, 1982, except that:

The age limit at which the orthodontic benefits

provided for under the "Orthodontics" Section of said DSG CONTRACT cease for participants shall be changed from age 19 to age 25; all other terms and conditions applicable to orthodontic benefits shall remain unchanged.

The dental insurance coverage for an eligible employee electing coverage under the Basic Dental Plan shall be in lieu of the coverage provided by Prepaid Dental Plans (PDP).

d. Prepaid Dental Plans (PDP)

Employees 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 Dental 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 employees 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 methods, measures and procedures it deems necessary to restrict abuses and/or excessive costs in application of the benefits provided under subsections 1.a. through 1.d., inclusive, of this Article, above.

(4) The City, in conjunction with its insurance carrier, 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. Except for suspensions (as provided above) 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.

(6) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of the Agreement.

(7) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix I.

2. Eligibility for Benefits

a. Employees in Active Service

(1) Basic Plan and Health Maintenance Organization (HMO) Plans

Employees in active service shall be entitled to health insurance benefits under either the Basic Plan or an HMO Plan at their option so long as they remain in active service.

(2) Dental Benefits

Employees in active service shall be entitled to the dental benefits provided in subsections 1.c. or 1.d. of this Article so long as they remain in active service. All employees, while in active service, who are enrolled in a dental plan provided by subsections 1.c. or 1.d. shall have the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be eligible for dental benefits.

b. Duty Disability

(1) Except as provided in b.(2), below, employees in active service who commence receiving duty disability retirement allowance between January 1, 2007 and December 31, 2009, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be entitled to the benefits provided in subsection 1.a. or 1.b., of this Article, above, between January 1, 2007, and December 31, 2009, so long as they continue to receive such duty disability retirement allowance and so long as they are under age 65. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased duty disability retiree would have attained age 65.

(2) An employee in active service who commences receiving a duty disability retirement allowance of 90% of his/her current salary between January 1, 2007, and December 31, 2009, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be entitled to the benefits provided in subsections 1.a. or 1.b. of this Article, above, between January 1, 2007, and December 31, 2009, so long as he/she continues to receive such duty disability retirement allowance. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased duty disability retiree

would have attained age 65.

c. Employees Who Retire between January 1, 2007, and December 31, 2009.

Employees in active service who retire on normal pension between January 1, 2007, and December 31, 2009, with at least 15 years of creditable service, shall be entitled to the benefits provided in either subsections 1.a. or 1.b. of this Article, above, between January 1, 2007, and December 31, 2009, so long as they are less than age 65. If an employee eligible for these benefits dies following his/her retirement on normal pension, but prior to attaining 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 attained age 65.

d. Duty Death

A surviving spouse who becomes eligible to receive a pension under the provisions of either Section 36.05(5) of the ERS Act or Chapter 35.01(34) of the Milwaukee City Charter, on or after January 1, 2007, shall be entitled to the benefits provided in subsections of 1.a. or 1.b. of this Article between January 1, 2007, and December 31, 2009, so long as the surviving spouse continues to receive such pension and is less than age 65.

3. Cost of Coverage -- Basic Plan or HMO Plan

a. Employees in Active Service

(1) Basic Plan - Calendar years 2007, 2008, and 2009

(a)

Prior to implementation of a Health Risk Assessment (HRA), 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.

(b) Effective the first full calendar month following implementation of

the annual HRA, but not sooner than January 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

i. The employee contribution shall increase to $85.00 per month for single enrollment when an employee's enrollment status is single and to $170.00 per month when an employee's enrollment status is family.

ii. The employee contributions shall also increase $20.00 per month over the amounts specified in 3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be $75.00 per month for single enrollment when an employee's enrollment status is single and $150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check 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.

(2) Health Maintenance Organization – Calendar Years 2007 and 2008

(a) For employees in active service enrolled in a health maintenance organization during calendar years 2007 and 2008, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO Plan elected of up to 100% of the monthly

subscriber cost of single enrollment in the HMO offered by the City pursuant to section 1.b., hereof, having the lowest single enrollment subscriber cost to the City when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to section 1.b., hereof, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. 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.

(3) HMO – Calendar Year 2009

(a) Effective January 1, 2009, an employee enrolled in an HMO plan shall contribute $20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and $40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

(b) Effective the first full calendar month following implementation of the annual HRA but not sooner than January 1, 2009, an employee enrolled in an HMO plan shall contribute the following amounts:

i. An employee shall contribute $30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and $60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family

ii. An employee shall also contribute an additional $20.00 per month over and above the amount specified in (3)(b)i., above, for each adult (maximum of two, excluding

dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to $20.00 per month for single enrollment when an employee's enrollment status is single and $40.00 per month for family enrollment when an employee's enrollment status is family.

(c) In addition to the amounts specified in subsections (3)(a) and (3)(b), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

(d) The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis.

(e) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when his/her enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.

(4) 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 years 2007, 2008 and 2009, the City's contribution shall be as provided in subsection 3.a. of this Article, above. This provision shall not cover retirees (including disability retirements).

b. Duty Disability

For Calendar Years 2007, 2008 and 2009

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

c. Employees Who Retire Between January 1, 2007, and December 31, 2009

(1) For eligible employees who retire between January 1, 2007 and December 31, 2009, the City will make monthly contributions towards meeting the monthly subscriber cost for single or family enrollment in the plan elected by the retiree as follows:

(a) Single Enrollment Status

For a retiree with single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for single enrollment in the Basic Plan that is determined by the formula provided in subsection 3.c.(1)(c) during the period after retirement the retiree is less than age 60 and an amount up to 100% of the subscriber cost for single enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65.

(b) Other Than Single Enrollment Status

For a retiree with other than single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for

his/her enrollment status in the Basic Plan that is determined by the formula provided in subsection 3.c.(1)(c) during the period after retirement the retiree is less than age 60 and the greater of either such amount or an amount up to 100% of the subscriber cost for single enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65.

(c) Contribution Formula

Unused Sick Leave	City Contribution
Less than 150 work days.....65%	
At least 150 work days, but less than 159 work days.....66%	
At least 159 work days, but less than 167 work days.....67%	
At least 167 work days, but less than 176 work days.....68%	
At least 176 work days, but less than 184 work days.....69%	
At least 184 work days, but less than 193 work days.....70%	
At least 193 work days, but less than 201 work days.....71%	
At least 201 work days, but less than 210 work days.....72%	
At least 210 work days, but less than 219 work days.....73%	
At least 219 work days, but less than 227 work days.....74%	
At least 227 work days, but less than 236 work days.....75%	
At least 236 work days, but less than 244 work days.....76%	
At least 244 work days, but less than 253 work days.....77%	
At least 253 work days, but	

less than 261 work days.....78%

At least 261 work days, but
less than 270 work days.....79%

At least 270 work days, but
less than 278 work days.....80%

At least 278 work days, but
less than 285 work days.....81%

At least 285 work days, but
less than 291 work days.....82%

At least 291 work days, but
less than 298 work days.....83%

At least 298 work days, but
less than 304 work days.....84%

At least 304 work days, but
less than 311 work days.....85%

At least 311 work days, but
less than 317 work days.....86%

At least 317 work days, but
less than 324 work days.....87%

At least 324 work days, but
less than 330 work days.....88%

At least 330 work days, but
less than 336 work days.....89%

At least 336 work days, but
less than 343 work days.....90%

At least 343 work days, but
less than 349 work days.....91%

At least 349 work days, but
less than 356 work days.....92%

At least 356 work days, but
less than 362 work days.....93%

At least 362 work days, but
less than 369 work days.....94%

At least 369 work days, but
less than 375 work days.....95%

At least 375 work days, but
less than 381 work days.....96%

At least 381 work days, but
less than 388 work days.....97%

At least 388 work days, but
less than 394 work days.....98%

At least 394 work days, but
less than 400 work days.....99%

At least 400 work days.....100%

Unused Sick Leave is expressed in eight-hour work days and represents the amount of earned and unused sick leave credited to an employee's sick leave account on the effective date of his/her retirement.

City Contribution is expressed as a percentage of the effective Basic Plan subscriber cost for the enrollment status applicable to the retiree and represents the maximum contribution made by the City on behalf of such retiree.

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.

(2) Surviving Spouse

The provisions of subsection 3.c.(1) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsections 2.b or 2.c. of this Article. An eligible surviving spouse without eligible dependents shall be covered by subsection 3.c.(1)(a); in all other circumstances he/she shall be covered by subsection 3.c.(1)(b). For purposes of interpretation and administration, the age the deceased retiree would have been shall determine the City contribution.

d. Duty Death

Depending on single/family enrollment status, the cost of coverage for the surviving spouse of an employee receiving a duty death pension, under either Section 36.05(5) of the ERS Act or Chapter 35.01(34) of the Milwaukee City Charter, shall be as

follows:

During calendar years 2007, 2008 and 2009, the City will contribute an amount toward meeting the subscriber cost for enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan. 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.

e. Cost of Health Insurance After Conversion From Duty Disability

Upon conversion from a duty disability retirement allowance to a service retirement allowance, the cost of the retiree health insurance coverage to which he/she is entitled hereunder until he/she attains age 63 shall be as provided under subsection 3.a. of this Article. The benefits shall be in lieu of the benefits provided under subsection 3. c. Thereafter, until attainment of age 65, the cost of such coverage shall be as provided under subsection 3.c. of this Article, except that the individual's unused sick leave as of the effective date his/her duty disability retirement allowance commenced shall be used to compute the City-paid retiree health insurance benefits to which he/she is entitled hereunder.

4. Cost of Coverage -- Dental Plan Only

For calendar years 2007, 2008 and 2009, 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. 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. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage

provided by each of the plans listed in subsection 1., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic 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 subsections 3 and 4, 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 subsections 3, 4 and 8 of this Article, if the provision was not in effect.

6. 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 subsection 1. of this Article; 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).

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 subsection 1. of this Article, 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 or elects to participate, 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 retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.

e. After the 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 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 subsection 3.c.(1), of this Article towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Employees on Leave of Absence

Employees in active service may elect to be covered by the benefits in subsections 1.a. or 1.b. of this Article, above, while on an authorized leave of absence. Individuals on an authorized leave of absence shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first 12 months of an employee's authorized leave of absence.

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

10. An employee who retires on pension during the term of this Agreement shall be entitled to the benefits provided during the term of this Agreement so long as he or she is less than age 65. After this Agreement expires, such an individual, so long as he or she is less than age 65, shall be entitled to:

(1) 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 (it is understood that the exclusion

of retirees from coverage under dental insurance benefits, as set forth 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 attained age 65; and

(2) The same City/retiree health insurance cost sharing formula that was provided for such retiree by this Agreement.

This paragraph shall only cover the kinds of retirements for which health insurance coverage is provided by this Agreement.

11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be deemed to be in force and effect beginning January 1, 2007, and ending December 31, 2009.

12. Subject to the conditions contained therein, the parties agree to abide by the retiree health insurance provisions of the October 29, 1999 Final Global Settlement Agreement for Active Police Officers.

If any portion of the Global Pension Settlement Agreement or implementing Charter Ordinance is held invalid, or if compliance with it is restrained by operation of law or by any court of competent jurisdiction, the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion of the Global Pension Settlement Agreement or Charter Ordinance.

This paragraph shall in no way affect or restrict other benefits unrelated to retiree health insurance benefits in the Global Settlement Agreement.

ARTICLE 22

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 for sick leave with pay for employees newly appointed to City employment shall

begin after completion of six months active service in the Police Department, but sick leave credit shall be earned from date of appointment.

3. Employees shall earn sick leave with pay at the rate of one and one-quarter (1¼) 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 employees shall be credited to their sick leave account. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
4. Regardless of the sick leave credit earned the maximum amount of sick leave with pay which employees may utilize from their accounts 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.
5. Whenever an employee requests sick leave with pay he or she shall immediately notify his or her commanding officer of this fact. Such notification may be by telephone. 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.
6. 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 Form PS-16 (Application for Sick Leave), and submits same to his or her commanding officer. An employee may be required by his or her commanding officer to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the commanding officer is informed or believes that the employee is misusing sick leave. The City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the acceptable medical substantiation.
7. 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.

8. The sick leave account for an employee returning to active service from duty disability retirement shall be the employee's unused sick leave credit or 30 working days of sick leave, whichever is greater.

9. 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.

10. Attendance Incentive Program

    a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2007, and ending, at the end of Trimester 3, 2009. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2009.

    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 for the full term of that trimester, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

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

        (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 20 days; and

        (4) The employee was represented by the MPA at the end of the trimester period.

d. In a Trimester period set forth in subsection a. and b., above, 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

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash 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. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of 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

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay must be used by the employee in the next succeeding trimester. 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 23

FUNERAL LEAVE

1. DEFINITION: Funeral leave as provided herein is for absence from duty because of the death of a family member or relative.
2. Employees covered by this Agreement shall be granted leave of absence of the length requested by the employee as follows:
   a. Not to exceed (3) three 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, or grandchild ;
   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 step-mother, step-father or step-children by virtue of the employee's current spouse; during the employee's lifetime, eligibility to use step-parent funeral leave benefits shall be limited to one (1) step-father and one (1) step-mother, regardless of the number of step-parents.

   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. At his/her option, an employee who is granted funeral leave during a scheduled vacation period may elect to either extend his/her vacation period by the number of funeral leave days granted or have the vacation days that were changed to funeral leave days rescheduled at a later date as a segmented vacation. The employee shall notify the Police Department Administration of his/her decision with respect to such election prior to the end of the vacation period in which the Funeral Leave was granted.

5. Employees requesting a leave under the provisions of this Article shall be governed by the Rules and Regulations of the Police Department.

ARTICLE 24

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.
2. Employees reporting an absence under the provisions of Subsection l, above, shall be governed by the Rules and Regulations of the Police Department.

ARTICLE 25

INJURY PAY

1. When employees, covered by this Agreement, sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they 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. A compensable injury associated with or arising from one or more separate incidents occurring prior to the incident constituting its immediate cause shall be deemed a recurrence and shall not give rise to additional injury pay entitlement. The 80% provision shall become effective January 1, 1985, and shall cover employees receiving injury pay benefits on or after that date regardless of the date on which the compensable injury, or recurrence thereof, occurred.
2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly

paycheck deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and 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/she is claiming injury pay as that base salary rate is established in the BASE SALARY Article of this Agreement.

3. After "injury pay" benefits have been exhausted, employees 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 or temporary partial disability benefits under the Worker's Compensation 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 Workforce Development 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 Workforce Development and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.
5. 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. In the event the City recovers an amount of injury pay received by the employee, the City shall restore the employee's number of calendar days (equivalent amount of recovery) for said injury.
6. Whenever an employee sustains a compensable injury, he or she shall immediately notify his or her commanding officer of this fact. Each instance of injury pay that the employee fails to comply with the requirement of this subsection shall result in the employee losing

his/her entitlement to any injury pay for that instance.

7. Employees 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.
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 20% employee deduction from injury pay benefits provided for in subsections 1. and 2. of this Article, above.
9. In no case shall temporary disability benefits and injury pay be allowed for the same period of time.
10. Employees appointed to the Police Officer position classification shall not be entitled to the injury pay benefits provided hereunder for any injury they may sustain while on duty prior to the start of field training during the period of time they are assigned to the Police Training Academy for recruit training. Such employees shall instead be covered by State of Wisconsin Workers' Compensation Act (WCA) temporary disability benefits during such period, including all applicable terms and conditions provided for in the WCA. The provisions of subsections 6, 7 and 9, above, shall be applicable to employees governed by this subsection.
11. During the period of an employee's absence from duty due to a duty-incurred injury, the employee 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 to his/her commanding officer or shift commander. 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 officer 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. Except as provided herein and in subsection 6 of the VACATION Article of this Agreement, Rule 5, Section 7 of the Milwaukee Police Department Rules and Regulations shall remain unchanged and in full force and effect.

* * *

The fact that the parties have entered into an agreement preserving the status of Article 25 shall not be used by either party as evidence or argument in pending proceedings to revoke the City of Milwaukee's self-insured status. In the event of a final determination by a competent tribunal, both parties shall abide by the decision and negotiate any modifications either party feels are necessary in the successor agreement

ARTICLE 26

TERMINAL LEAVE

1. An employee retiring on City pension under either the Employees' Retirement System of Milwaukee plan or the Policemen's Annuity and Benefit Fund plan (but excluding retirement on deferred pension when employee has less than 25 years' service or actuarially reduced pension, as they are defined in both plans) shall, upon retirement, be entitled to receive a lump sum payment equivalent to one eight-hour workday's base salary for each one eight-hour day of the employee's earned and unused sick leave up to a maximum of fifty-five (55) such equivalent eight-hour workdays of base salary. The term "eight-hour workday's base salary," as used herein, is defined as an amount equivalent to the employee's biweekly base salary, as defined and determined by the BASE SALARY Article of this Agreement, divided by 10.
2. When a terminal leave payment is paid to a deferred retiree with 25 or more years' service, the payment will be made on the deferred retiree's effective date of separation based on his/her pay rate and sick leave accumulation in effect at that time.

3. An employee shall be eligible to receive the terminal leave pay benefit only once during his/her lifetime.
4. 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.
5. 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.

ARTICLE 27

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, employees shall be entitled to time off with pay when they are 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 eighty (80) hours 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 basis, shall be in aggregate not exceed eighty (80) hours in aggregate for military training duty and eighty (80) hours in aggregate 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 l.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. Employees who enlist or are 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, employees on military leaves of absence shall be reinstated into the positions they 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 they are still qualified to perform the duties of their positions 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 2c(1)(a) and 2c(1)(b) of this subsection, 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

Employees 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

Employees shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their 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 employees 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 28

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. Year 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. An employee shall earn vacation time at the following rates:

a. Rates For Calendar Years 2007, 2008 and 2009

(1) Eight (8) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of eighty (80) hours per calendar year for an employee with less than seven (7) years of active service.

(2) Twelve (12) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of one hundred twenty (120) hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.

(3) Sixteen (16) hours for each calendar month of active service since the employee's last anniversary date, up to a maximum of one hundred sixty (160) hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service .

(4) Twenty (20) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of two hundred (200) hours per calendar year for an employee with at least twenty (20) years of active service.

b. 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.

c. 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 subsection 5 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. 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. 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. Discharge employees are not entitled to pay for accumulated vacation time.

6. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation scheduled during the period of such leave provided the Police Department Administration receives a written advance request to use the vacation, which indicates the time and place of the vacation, and provided further, the employee's private physician has

authorized use of this vacation. Injured employees not using vacation scheduled during the period of their leave shall have their unused vacation rescheduled by the Police Department Administration when they return 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 the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused vacation at the end of the calendar year, computed on the basis of the employee's base salary rate in effect at the time for which the vacation was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment 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. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Police Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation that the Police Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The vacation carried over shall be used by March 1 of the following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over vacation shall be subject to availability of the 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.

7. Employees on authorized sick leave shall have their vacation that was scheduled during such leave rescheduled by the Police Department Administration when they return 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 the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused

vacation.

8. Employees in active service shall have time spent receiving a duty disability retirement allowance included as years of service for purposes of computing current and prospective vacation benefits.

9. Segmented Vacation Periods

   a. An employee may segment up to all of the portion of his/her maximum annual vacation time entitlement earned under paragraph 3 that exceeds eighty (80) hours into units of one (1), two (2), three (3) or four (4) consecutive eight-hour work days. 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. A segmented vacation period may be used during the time period from January 1 through and including December 31 of a calendar year.

   c. An employee requesting a segmented vacation period in a calendar year shall, prior to March 15 of such calendar year, notify his/her commanding officer in writing of this fact on a form provided by the City, setting forth thereon the number of segmented days requested. Notification requirements as to the specific dates requested by the employee for his/her segmented vacation shall be as set forth in subsection 9.d., below. An employee failing to comply with this requirement shall not be permitted a segmented vacation period during such calendar year. The Police Department Administration shall have the authority to limit the aggregate number of segmented vacation days requested in the time period provided for in subsection b., above, if it determines that granting additional requests for segmented vacation periods will result in insufficient manpower being available to meet the needs of the Police Service.

   d. For each unit of segmented vacation, 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. Except for requested segmented vacation dates occurring on or before March 15 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. All segmented days must be scheduled or requested on or before October 15th of the calendar year; provided, however, that subject to the approval of an employee's commanding officer, the October 15 deadline may be waived because of emergency, or other extraordinary circumstance, affecting the employee. 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.

e. All requests made by employees for scheduling units of segmented vacation that are submitted in accordance with the time limit and notice requirements provided above shall be processed on a first-come, first-served basis, subject to the availability of the dates requested determined by the employee's commanding officer. 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 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.

10. The vacation with pay benefits computed under the provisions of this Article shall be the full and only vacation benefits to which employees covered by this Agreement shall be entitled during calendar years 2007, 2008 and 2009.

11. The assignment and scheduling of vacations with pay shall be controlled by the Chief of Police. However, in exercising those controls, supervisors charged with the responsibility of scheduling vacations shall not be prohibited from tentatively agreeing to allow members to rearrange their scheduled off days in order to change the starting date of a non-segmented vacation, if projected staffing needs would appear to permit such a rearrangement. If it is necessary to revoke the tentative approval granted due to staffing needs, the member shall be given notice no later than seven days prior to the first day the member is tentatively scheduled to be absent.

ARTICLE 29

TIME OFF FOR JURY DUTY

1. Employees covered by this Agreement shall be granted time off with pay for jury duty when they are legally summoned for jury duty, subject to the terms and conditions provided for in subsections 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 2448R16 (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 employees shall be considered by the Police Department to be working the day shift and shall be permitted to change their 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. Employees shall not be eligible for overtime while on jury duty, even if such duty extends beyond eight hours in one day; nor shall they be eligible for overtime for work performed outside their regularly scheduled work shift that is the result of changes made pursuant to subsection 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 30

PAID LUNCH

Present practices are continued for the duration of this Agreement

ARTICLE 31

TIME OFF IN LIEU OF HOLIDAYS

1. Employees shall be entitled to receive up to ninety-six (96) hours off with pay in lieu of holidays per fiscal year, one eight-hour period of which shall be designated by the Chief of Police to commemorate Dr. Martin Luther King's birthday.
2. Employees in active service less than a fiscal year shall be entitled to time off in lieu of holidays with pay prorated on the basis of their length of service during the fiscal year. Time off in lieu of holidays shall be earned at a rate of eight (8) hours per calendar month for each calendar month in a calendar year that the employee was on the Police Department payroll. For purposes of interpretation of this provision, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the Police Department payroll for the full calendar month; in the event the employee is on the Police Department payroll for less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during such calendar month.
3. Except as provided in subsection 4 of this Article, below, such time off with pay shall be used by the employee in the fiscal year in which they are earned; employees who do not use all of their entitled time off in lieu of holidays within the fiscal year in which it was earned shall lose all right to the unused time off.
4. If an employee is unable to use all of the time off in lieu of holidays with pay to which the employee is entitled during a fiscal 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 time off in lieu of holidays in that fiscal year, then the City, upon the employee's return to duty in the next fiscal year, will restore to the employee's sick leave account an amount of time equal to the amount of such unused time off in lieu of holidays with pay that the Chief of Police was unable to reschedule. This provision shall only cover time off in lieu of holidays that is not integrated into the employee's regular work schedule. (In the case

of an employee assigned to a District Station on an eight-hour shift basis whose regular work schedule is five days on-duty, two days off-duty, followed by four days on-duty, two days off-duty, etc., this provision would cover the 32 hours off in lieu of holidays per fiscal year that are not integrated into the employee's regular work schedule and would not cover any of the 64 hours off in lieu of holidays per fiscal year that are integrated into the employee's regular work schedule.)

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

ARTICLE 32

HOLIDAY PREMIUM PAY

1. Except as provided in paragraph 2, employees 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 (1½) their base salary for all such assigned duty worked from 12:00 a.m. through 11:59 p.m., inclusive, during such days.
2. An employee may elect to receive such holiday compensation in compensatory time off in lieu of cash, subject to the following terms and conditions:
   a. The employee's compensatory time off balance (CTB) recorded on the most current Police Department Personnel Status Report must be less than 225 hours;
   b. Compensatory time off earned by an employee on a holiday listed above shall be included in his/her CTB;
   c. The procedures governing the use of compensatory time off earned on holidays shall be the same as those provided in the OVERTIME Article of this Agreement for use of compensatory time off; and
   d. An employee may elect to receive compensatory time off in lieu of cash for work performed during roll-call time on a holiday listed above, only if he/she electecompensatory time off for all roll-call time worked during the Pay Period in which the holiday occurred (this is consistent with existing Departmental procedures

governing eligibility for election of compensatory time off for roll-call time overtime).

3. 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.
4. 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 differential benefits in addition to holiday premium pay.
5. 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 33

UNIFORM AND EQUIPMENT

1. Uniform and equipment benefits for employees shall be as follows:
   a. Initial Allowance
      (1) Employees in the Police Officer job classifications shall, upon appointment, receive an initial uniform and equipment issue, the specific items of which shall be determined by the Chief of Police. These specific items shall remain the property of the City and shall revert to the Police Department upon the employee's severance from service from and after January 1, 1991.
      (2) Effective as soon after September 14, 1987, as administratively practicable, one silver badge patch for the windbreaker shall be included in the initial issue.
   b. Replacement Allowance
      (1) Employees Occupying Classifications Other Than Detective, Chief Document

Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification Systems Specialist, Document Examiner and Identification Technician

(a) 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 or one sweater and one turtleneck shirt or any combination thereof totaling two items per year, whenever such articles have been condemned on account of normal wear and tear. At his/her option the employee may have either a summer short sleeve shirt or a winter long sleeve shirt or a turtleneck shirt replaced. The Chief of Police shall issue a requisition to a vendor selected by the Standards and Procurement Division 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. (Note: The intent of this Article shall be as provided in a clarifying Negotiating Note between the City and the Association dated October 7, 1977).

(b) The City shall provide employees a uniform and equipment maintenance allowance of $300 per annum.

(c) Payments made under subsection 1.b.(1)(b) 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 shall be made for employees occupying applicable classifications for less than a full calendar year. For purposes of prorating, an employee on the payroll and occupying such classifications for at least 14 days in a calendar month shall be deemed as occupying such classification for the full calendar month; in event the employee occupies the classification for fewer than 14 days in a calendar month, the employee shall be deemed as

not occupying the classification at all during that calendar month.

(2) Detectives, Chief Document Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification Systems Specialist, Document Examiner and, Identification Technician

(a) The City shall provide employees occupying the classification of Detective, Chief Document Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification Systems Specialist, Document Examiner and Identification Technician a clothing allowance of $450 per annum.

(b) Payments made under subsection 1.b.(2)(a) of this Article shall be paid in December of the year in which they were earned. Pro-rata adjustment of the foregoing allowances to the nearest calendar month on the basis of length of service shall be made for employees occupying the classifications of Detective, Chief Document Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification Systems Specialist and Document Examiner and Identification Technician, for less than a full calendar year. For purposes of prorating, an employee on the payroll and occupying the classification of Detective, Chief Document Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification Systems Specialist Document Examiner and Identification Technician, for at least 14 days in a calendar month, shall be deemed as occupying such classification for the full calendar month; an employee occupying the classification of Detective, Chief Document Examiner, Police Audio Visual Specialist, Latent Print Examiner, Identification Systems Specialist, Document Examiner and Identification Technician, for fewer than 14 days in a calendar month shall be deemed as not occupying the classification at all during that calendar month.

2. Subject to the following terms and conditions, the City will provide each employee in the Detective classification with one (1) windbreaker:

   a. For employees appointed to the Detective classification, the windbreaker shall be provided upon appointment as Detective.

   b. The specifications of the windbreaker shall be prescribed by the Chief of Police.

   c. The windbreaker shall be deemed "initial issue" for Detectives and replacement shall be made in accordance with the provisions of paragraph 1.b.(1)(a) of this Article.

3. During the term of this Agreement, each member of the bargaining unit shall be compensated for items of uniform and equipment prescribed by the Police Department which are either (1) directly or indirectly destroyed in the line of duty, or (2) stolen from the member while such member is on duty. The provisions of item (2) of this paragraph shall only be applicable to claims made in relation to incidents of theft where there is no negligence on the part of the member. The Chief of Police shall assess the amount of damage, and he or she shall assess the amount of loss resulting from incidents of theft compensable hereunder. For purposes of interpretation and construction, the term "items of uniform and equipment prescribed by the Police Department" as used herein shall only cover those items that were compensable under the terms of the UNIFORM AND EQUIPMENT Article of the 2004-2006 City/MPA Agreement. Additionally, the Chief may, at his or her discretion, approve other items of Uniform and Equipment as compensable hereunder and shall assess the amount of damage or loss for such items.

4. The following provisions shall apply to soft body armor which is a part of the Department's initial issue for appointments occurring on or after the May 18, 1989, or a replacement under paragraphs 1.b.(1)(a) or 3. of this Article occurring on or after May 18, 1989:

   a. As part of initial issue or replacement allowance that is provided under the provisions of this Article, the Department will provide an employee with standard issue soft body armor, the specifications of which shall be determined and prescribed by the Chief of Police. The threat level for standard issue soft body armor prescribed by the Chief shall not be less than threat level II (as this threat level standard is

defined and determined as of May 18, 1989), or its equivalent.

b. In lieu of the standard issue, an employee may elect soft body armor with a threat level IIIA classification; such election shall be in writing in a manner prescribed by the Department. The threat level IIIA soft body armor elected shall be provided by the Department and shall conform to specifications prescribed by the Chief of Police.

c. Employees in active service appointed prior to May 18, 1989, who did not have the option to elect soft body armor with a threat level higher than threat level II shall have a one-time-only opportunity to elect threat level IIIA soft body armor (employees making this election shall be required to turn in the soft body armor they were issued at the time of their appointment). Such election shall be in writing in a manner prescribed by the Department. Employees eligible to make an election must do so before June 30, 1989.

d. The Department shall meet the cost of soft body armor provided hereunder.

5. 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.

6. Notwithstanding any other provision of this Article, during a calendar month employees shall not be entitled to receive benefits under both subsections 1.b.(1) and 1.b.(2); instead eligibility for receipt of benefits under either of these two subsections shall be predicated on the length of service therein, the subsection with greater service determining the benefit (in the event the length of service is identical the employee shall be entitled to elect the subsection under which his/her benefits shall be determined).

7. 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.

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NOTE: As provided for the City/MPA Memorandum of Understanding relative to soft body

armor executed May 19, 1989, implementation of paragraph 4 of this Article is contingent upon City Attorney approval requirements therein.

ARTICLE 34

SAFETY GLASSES

The City will provide safety glasses for police officers who are required to wear glasses for corrective purposes under the same provisions under which these glasses are provided for other City employees. Such glasses shall remain the property of the City of Milwaukee.

ARTICLE 35

AUTO ALLOWANCE

1. A member of the Department may use his/her privately owned vehicle for Departmental business only under express authorization from his/her commanding officer. When such use is authorized, the City will indemnify the officer for any property damage sustained by his/her automobile and shall represent the officer and shall be responsible for any judgment, damages and costs entered against the officer for acts arising out of his/her official capacity while acting within the scope of his/her employment.
2. When an employee is authorized by his/her commanding officer to use his/her private vehicle on Departmental business, in accordance with Departmental procedures established for that purpose, and the vehicle sustains damage during such use, the employee shall submit a written report of the damages to his/her commanding officer before the end of the work shift in which the damages occurred. The report shall include a description of the damages, the date and time of occurrence, and the cause. Reasonable costs of damages to the officer's vehicle will be reimbursed by the City provided the employee submits documentation of such cost to his/her commanding officer no later than seven (7) calendar days following the occurrence of the damage and further provided that the City is subrogated to the extent of its property damage payment in the event the officer recovers those damages from any third party. If bona fide medical circumstances applicable to the employee preclude compliance

with the above time limits, the employer shall authorize a reasonable extension of these time limits.

ARTICLE 36

LOCKERS

1. Except as provided in subsection 2, below, the City will provide each employee covered by this Agreement with individual locker space.
2. The City shall not have to provide employees with individual locker space at locations where sufficient existing space is not available or where providing individual locker space would require extensive remodeling or construction. If individual locker space is not available to accommodate every employee, then individual locker space shall be assigned on a seniority basis identical to that which governs selection of vacations within the district or bureau. Employees not assigned to individual lockers shall be assigned shared lockers.
3. If the City constructs new buildings, space shall be allotted for locker rooms containing lockers for each individual employee.
4. The City shall continue to retain the right of inspection provided the employees whose lockers are inspected are present during such inspection and the City shall continue to be held blameless against loss, theft or damage.
5. Members who use Department lockers shall be permitted to use private locks and shall secure their lockers at all times. The Department will not establish a master key system so long as paragraphs one through four, above, of this Article remain the same as those in the 1995-1997 City-Union labor agreement.

ARTICLE 37

BOMB SQUAD PAY

1. Employees assigned by the Chief of Police to the Bomb Squad shall receive an amount in addition to base salary equivalent to $240 per annum.
2. Payments made under the provisions of this Article shall be paid after December 31 of the

year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of service in the Bomb Squad will be made for those employees who were assigned to the Bomb Squad for less than a full calendar year. For purposes of pro rating, an employee assigned to the Bomb Squad for at least 14 days in a calendar month shall be deemed as having been assigned to the Bomb Squad for the full calendar month; in the event the employee is assigned to the Bomb Squad less than 14 days in a calendar month, the employee shall be deemed as not having been assigned to the Bomb Squad at all during the calendar month.

3. 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.
4. 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.

ARTICLE 38

UNDERWATER INVESTIGATION UNIT PAY

1. Employees assigned by the Chief of Police to the Underwater Investigation Unit shall receive an amount in addition to base salary equivalent to $240 per annum.
2. Payments made under the provisions of this Article shall be paid after December 31 of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of service in the Underwater Investigation Unit will be made for those employees who were assigned to the Underwater Investigation Unit for less than a full calendar year. For purposes of pro-rating, an employee assigned to the Underwater Investigation Unit for at least 14 days in a calendar month shall be deemed as having been assigned to the Underwater Investigation Unit for the full calendar month; in the event the employee is assigned to the Underwater Investigation Unit less than 14 days in a calendar month, then the employee shall be deemed as not having been assigned to the Underwater Investigation

Unit at all during the calendar month.

3. 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.
4. 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.

ARTICLE 39

EDUCATIONAL PROGRAM

1. Subject to the terms and conditions provided in subsections 2 through 8, below, for calendar years 2007, 2008 and 2009 the City will make the following annual payments to employees upon their completion of course work described in subsection 6, below:

   $95.00 per year for employees with at least 16 credits, but less than 28 credits.

   $145.00 per year for employees with at least 28 credits, but less than 40 credits.

   $195.00 per year for employees with at least 40 credits, but less than 52 credits.

   $245.00 per year for employees with at least 52 credits, but less than 64 credits.

   $295.00 per year for employees with at least 64 credits, but less than 90 credits or Associate Degree.

   $370.00 per year for employees with at least 90 credits, but less than 120 credits.

   $470.00 per year for employees with 120 or more credits, but not possessing a Baccalaureate Degree.

   $770.00 per year for employees with a Baccalaureate Degree.

   No employee may receive more than $770 of Education Pay for a calendar year regardless of the number of degrees and credits earned; no employee may receive more than $470 of Education Pay for a calendar year unless the employee holds a Baccalaureate or Advanced Degree.
2. These annual payments termed, "Education Pay", shall be in addition to employees' base

salary and shall be made as soon as possible after December 31 of the calendar year in which eligibility is established therefore. Except as provided in subsection 3, Education Pay will not be paid to an employee for any calendar year the employee does not remain in the employment of the Police Department for the full calendar year. Employees who attain the required educational credits during a calendar year shall be paid a prorated amount computed from the first pay period after the educational courses are completed (and reported to the City) to December 31 of that calendar year.

3. An employee retiring on pension or on authorized leave shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired or was on authorized leave, computed to the nearest calendar month. For purposes of prorating, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.
4. No employee will be eligible for Educational Pay unless he/she has a minimum of one year of active service on the police force.
5. Educational Pay shall not be used in the calculation of overtime pay or in the calculation of pension benefits. 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.
6. Courses for which credits or degrees are earned for which payment shall be made shall be limited to courses of study in which the credits have been successfully earned from an educational institution accredited by any of the following regional accreditation associations:

    North Central Association of Colleges and Schools

    Middle States Association of Colleges and Schools

    New England Association of Schools and Colleges, Inc.

Northwest Association of Colleges and Schools

Southern Association of Colleges and Schools

Western Association of Schools and Colleges

7. Employees who have earned a Baccalaureate and/or Advanced Degree shall request that the degree granting collegiate institutions send a report to the Milwaukee Police Department with a statement as to the date on which the degree was conferred, the major field of study pursued, and that the institution was a member in good standing of an association listed in 6., above, at the time the degree was granted.
8. It shall be the sole responsibility of the employee to provide the Police Department Administration with evidence of successful completion of the course work for which Educational Pay is being sought; such evidence shall be as prescribed by the Chief of Police and shall include, but not be limited to, official transcripts, degree/diploma, and the date(s) credits were earned and degrees were conferred. The employee shall be solely responsible for any costs associated with providing this evidence.

ARTICLE 40

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 and/or textbook reimbursement under the provisions of Subsection l of this Article, the City will reimburse tuition and textbook costs incurred by the employee up to a combined maximum (tuition and textbook costs added together) of $1,200.00 per calendar year during the term of this Agreement (any portion of the combined maximum may be used for short courses which are less than three weeks in duration) subject to the terms and conditions hereinafter provided.
3. All courses of study for which reimbursement is requested by an employee under the provisions of Subsection 2 of this Article shall be job related and approved by the Police

Chief before any such reimbursement is paid to the employee by the City. Effective upon execution of the 2007-2009 Agreement, coursework approved to be on City time by both the Chief of Police and the Department of Employee Relations may be on City time.

4. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees must submit an application for reimbursement to a City-designated administrator on a form provided by the City no later than four (4) weeks following the starting date of the course for which reimbursement is requested.

5. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees shall present evidence to a City designated administrator of successful completion for those Police Department approved courses of study that they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion of such Police Department approved courses of study and shall consist of the final grade report for each such Police Department approved course of study. A Police Department approved course of study shall be deemed successfully completed if:

   a. A grade of "C" or higher is received and such course of study is an undergraduate course of study; or

   b. A grade of "B" or higher is received and such course of study is a graduate course of study; or

   c. 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.

6. Payment of reimbursement described in Subsection 2 of this Article 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 for which such reimbursement is being requested is received by aforesaid City designated administrator.

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.

8. 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.

ARTICLE 41

SENIORITY FOR LAYOFF PURPOSES

1. In the event of a layoff of members of the bargaining unit, the order of layoff shall be inversely related to length of service. (The last employee hired shall be the first employee laid off).
2. In the event of a recall to work, the order of return shall be directly related to length of service. (The last employee laid off shall be the first employee returned to work).
3. Length of service, for the purpose of this Article, is to be measured from the date of original hire in the Police Department with police powers.
4. Should the City find it necessary to lay off members of the bargaining unit, it shall give the Association notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The City and the Association shall meet within three (3) working days of the notice to discuss layoffs. The City at this meeting shall provide the Association with a current seniority list of the Police Department.
5. Seniority shall be broken if an employee:
   a. Retires
   b. Resigns from the police service
   c. Is discharged and the discharge is not reversed
   d. Is not recalled from layoff for a period of three (3) years
   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.
6. Employees of the same rank having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.
7. In the event of a layoff, the City shall not transfer any employee covered by this Agreement out of the Police Department to any other City Department.

ARTICLE 42

AGENCY SHOP

1. The City agrees to allow the Association an "Agency Shop," as permitted by the provisions of Section 111.70 (h) of the Wisconsin Statutes.
2. No member of the bargaining unit is required to join the Association. However, membership in the Association is open to all members of the bargaining unit who choose to join and comply with the constitution and by-laws of the Association. No person will be denied membership in the Association because of race, ethnic origin, sex or religious affiliation.
3. As a condition of continuing employment, all members of the bargaining unit shall bear their fair share of the costs of collective bargaining by paying to the Association a monthly sum equal to the regular monthly dues of members of the Association.
4. The City will deduct dues payments of Association members and fair-share payments of non-members from their bi-weekly paycheck and remit these sums to the Association Treasurer within ten (10) calendar days after the payday from which the deduction was made.
5. Dues or fair-share deductions for new employees in the Association bargaining unit will be made from their first paycheck.
6. The City will not deduct the dues of any employee in a two-week pay period unless the employee is a member of the Association bargaining unit for at least seven calendar days in such pay period.
7. Changes in dues or fair-share amounts to be deducted shall be certified by the Association to the City Labor Negotiator at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
8. The MPA 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 or fair-share deductions or the interpretation, application or enforcement of this provision.

9. The Association will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Association.
10. 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.

ARTICLE 43

DUES CHECK-OFF

1. Except as provided in subsection 5, below, the provisions of this Article shall cover employees only if the AGENCY SHOP provision of this Agreement is determined by a competent court or tribunal to be inoperative; in which event this provision shall be deemed a mutually satisfactory replacement for the AGENCY SHOP provision and the provisions of subsection 2. of the WAIVER OF FURTHER BARGAINING Article of this Agreement shall not apply.
2. Employees may authorize the City to deduct Association dues from their paychecks by executing an authorization card, such authorization card prescribed by the City, and submitting it to a City-designated administrator.
3. Check-off shall become effective two pay periods following the date the employee's executed authorization card is received by the City-designated administrator. If any employee wishes to withdraw from check-off, he shall pay a fee of $2.00 to the City Treasurer and obtain a revocation card in accordance with procedures established for that purpose by the City. Such withdrawal will become effective four pay periods after filing.
4. The Association shall file a report with the City Comptroller's Office certifying the amount of employee dues deduction that is uniformly required of all employees represented by the Association. Changes in uniform employee dues deductions shall be certified by the

Association and filed with the City Comptroller's Office at least 15 calendar days before the start of the pay period the new uniform dues deduction schedule is to become effective.

5. An employee newly appointed to City employment on or after the execution date of this Agreement may authorize the City to deduct Association initiation dues from his/her paycheck by executing an authorization card prescribed by the City for this purpose and submitting it to a City-designated administrator within 60 calendar days following his/her appointment date. Initiation dues check-off shall become effective with the third pay period following the date the authorization card is received by the City administrator and shall be made in four (4) equal installments spread over four (4) pay periods. Once authorized, an employee may not withdraw from the check-off except for separation from active service. The Association shall file a report with the City Comptroller's Office certifying the amount of employee initiation dues that are uniformly required of all new employees represented by the Association. Changes in uniform initiation dues shall be certified by the Association and filed with the City Comptroller's Office at least 15 calendar days before the start of the pay period the new uniform dues deduction schedule is to become effective.

6. So long as the Union complies with all of the requirements of Common Council Resolution File No. 960930, the City shall deduct from the biweekly earnings of employees in the bargaining unit the employees' voluntary political contributions and submit such deduction to the Union on a biweekly basis. The political check form shall be as provided by the Union and in compliance with the Federal Election Commission requirements.

ARTICLE 44

BULLETIN BOARDS

The City will furnish bulletin boards at each district station and bureau. 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; and any other matter approved by the Association, provided such other matter is non-

controversial. 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 at each location for this purpose. The parties shall interpret this article in a manner consistent with the final determination of the Wisconsin Employment Relations Commission in Case 442 No. 55600 MP-3346.

ARTICLE 45

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 46

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, City Labor Negotiator, or the Labor Policy Committee of the Common Council. Nothing in this subsection shall preclude obtaining employee signatures on grievance forms or meetings to discuss grievances on City time when authorized by commanding officer.
2. No Association meeting shall be held on City time nor on City property.

ARTICLE 47

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 eight (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 attending the meeting that 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.

   b. Each month, the Association shall also reimburse the City an amount equivalent to the overtime premium (½x) 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 subsections 4a. and 4b. of this Article, above.

   d. This subsection shall not apply to the first 300 hours of paid time off used in each year of this Agreement.

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

ARTICLE 48

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 4,500 hours per calendar year paid time off 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 for authorized meetings of City Boards, Commissions and Committees, 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. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
5. 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.
    b. Each month, the Association shall also reimburse the City an amount equivalent to the overtime premium (l/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 subsection 5a. and 5b. of this Article, above.

ARTICLE 49

CONTRACT ADMINISTRATION

The City will allow the Association up to three full-time positions of Police Liaison Officer. These positions shall at all times be subject to the following terms and conditions:

1. Within 30 calendar days following the execution date of this Agreement, the Association shall provide the City with a written notice indicating the names of the three employees it wants to designate as Police Liaison Officers. In the event the Association subsequently wants to replace an individual it has designated as a Police Liaison Officer with another employee, it shall provide the City with a written notice indicating: the names of the replacement employee and the employee to be replaced, along with the effective date of such replacement. Such notice to be provided the City not less than 30 calendar days prior to the effective date of the replacement. An employee designated by the Association for a Police Liaison Officer position shall not be permitted to serve in that position until the City receives a written statement from the employee indicating that he/she volunteered to serve as a Police Liaison Officer.
2. Upon the City's receipt of the written notices required in subsection l of this Article, above, the individuals designated by the Association as a Police Liaison Officer will be relieved of present duties and be assigned by the City to assist the Association in conferences with other employees and supervisors, and to participate in meetings called by management or otherwise authorized under this Agreement. A Police Liaison Officer shall assist the parties in maintaining harmonious relationships during the term of this Agreement, shall devote an amount of time to these activities equal to that for which the City compensates him/her and shall conduct other Association activities in such a way that they will not be construed as

City-supported activities.

3. The City shall provide the base salary for two employees occupying positions of Police Liaison Officer which shall be equivalent to the base salary they would be entitled to receive under the BASE SALARY provision of this Agreement had they remained employed in the Police Department in the classifications they occupied immediately prior to becoming Police Liaison Officers. The two employees occupying the positions of Police Liaison Officer shall receive $150 biweekly in addition to their base salary as compensation in lieu of overtime pay, uniform/clothing maintenance or replacement allowance, motorcycle pay and all other allowances or pay received by a member of the Milwaukee Police Department. An employee who has served as a Police Liaison Officer, who retires from active service on a service retirement after January 1, 2004, shall have the $150 biweekly payment compensation he or she received in and after Pay Period 1, 2004, included in his or her final average salary for purposes of computing his or her service retirement allowance. For purposes of interpretation and construction of the provisions of this Article, such employee is entitled to include in the Final Average Salary compensation the total amount of the $150 biweekly payments the employee received in any twelve (12) month period. With respect to the third Police Liaison Officer, the Association shall provide the base salary and the $150 biweekly compensation described above.

4. The Association shall pay to the City, on a quarterly basis, an amount equal to one-half (½) the base salary payments (before taxes) made by the City to two Police Liaison Officers and an amount equal to 100% of the base salary (before taxes) and $150 biweekly payments made by the City to one Police Liaison Officer.

5. A Police Liaison Officer shall be covered by the following provisions of this Agreement, and the benefits they provide, under the same terms and conditions applicable to employees covered by this Agreement:

LONGEVITY IN RANK PAY
CERTIFICATION PAY
PENSIONS AND RELATED MATTERS
LIFE INSURANCE
HEALTH INSURANCE
SICK LEAVE

INJURY PAY
TERMINAL LEAVE
VACATIONS
WORK DAYS OFF IN LIEU OF HOLIDAYS
MILITARY LEAVE
EDUCATIONAL PROGRAM
TUITION AND TEXTBOOK REIMBURSEMENT

The benefits provided by the provisions of this Agreement listed above shall be the only benefits that the Police Liaison Officer is entitled to.

6. A Police Liaison Officer shall have no police powers but shall receive from the City such direction of their activities and the accounting thereof as is hereinafter provided.
7. A Police Liaison Officer shall, subject to the approval of the Fire and Police Commission, be detached from the Police Department and assigned to the Common Council-City Clerk.
8. A Police Liaison Officer shall under no circumstances be eligible for any salary payment for any work performed:
    a. Beyond eight hours in any one day.
    b. Beyond forty hours in any one week.
    c. On a holiday.
    d. On an off-day.
    e. On a vacation day
9. A Police Liaison Officer in the above five situations shall be considered as being on a flexible schedule.
10. The base salary and benefits provided to a Police Liaison Officer shall be under the administration of the City Clerk. The scheduling of the vacation and holiday benefits provided in subsection 5. of this Article, above, shall be controlled by the City Clerk. The hours of work for a Police Liaison Officer shall be under the Administration and control of the City Clerk.
11. Police Liaison Officers shall be under the complete control, direction and supervision of the City Clerk and at all times remain employees of the City.
12. A Police Liaison Officer shall perform such duties as are noted below:
    a. Assist in processing any problems pertaining only to matters involving interpretation, application and enforcement of this Agreement.
    b. Submit a report of their activities to the City Clerk each week.

13. Absent prior authorization from the Chief of Police, no Association business shall be conducted by a Police Liaison Officer with members of the Police Department during members' duty hours.
14. A Police Liaison Officer shall in no way interfere, infringe upon or question any disciplinary action of the Chief of Police or the Fire and Police Commission; nor shall he/she interfere, infringe upon, or question any powers, functions, duties and responsibilities of the Chief of Police and the Fire and Police Commission as are provided by State Statutes and Charter Ordinances.
15. If necessary, the City Clerk shall request that the City Service Commission exempt a Police Liaison Officer from civil service under Section 63.27, Wisconsin Statutes, and approve his/her title and pay rate.
16. If necessary, the City Clerk shall request that the Fire and Police Commission approve detachment of a Police Liaison Officer from the Police Department with reinstatement rights to the position he/she held in the Police Department prior to his/her detachment, and that upon his/her return to the Police Department, he/she be permitted to count time spent as a Police Liaison Officer for the sole purpose of meeting the length of service requirements when qualifying to take promotional exams. A Police Liaison Officer who meets the qualifications established for a promotional exam may take such exam while he/she is a Police Liaison Officer. In the event a Police Liaison Officer is nominated by the Chief of Police for promotion while a Police Liaison Officer and he/she wishes to accept the nomination, the Police Liaison Officer must indicate acceptance of nomination in writing to the Chief of Police and at the same time, provide notice to the Chief of Police of his/her resignation from the position of Police Liaison Officer. The resignation from the position of Police Liaison Officer shall be effective on the same date the promotion is effective. Such written notice must be received by the Chief of Police no more than 15 calendar days after the date on which the Police Liaison Officer is notified of his/her nomination. Failure to comply with the notification requirement shall automatically nullify the nomination and the Police Liaison Officer's name shall be removed from the eligible list and he/she shall not be

eligible to be promoted from that list.

17. Except as specifically provided otherwise herein, all costs associated with a Police Liaison Officer shall be borne by the Association and under no circumstances shall the City be required to reimburse the Association for said costs.
18. The Association agrees that in the event of litigation against the City, its agents or employees, arising out of the Contract Administration Provision, the Association will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award and all costs levied by a court as a result of such litigation, including attorney fees. Notwithstanding any provision of this Agreement, the City shall not be required to negotiate a replacement for the Contract Administration provision, or part of it, in the event the provision is modified by operation of law or by any tribunal of competent jurisdiction if compliance with or enforcement of this provision, or a part of this provision, should be restrained by such tribunal.
19. The President of the Association and the City Clerk shall meet at least every three months to discuss and resolve any concerns the City Clerk may have regarding the administration of this Article.

ARTICLE 50

BARGAINING UNIT INFORMATION

1. On a quarterly basis, the City will provide the Association with the name, rank, payroll number district or bureau assignment, and home address of all employees the Association is authorized to represent by virtue of this Agreement and will keep such information current.
2. The City will provide the Association with the following information (except as noted otherwise, the information to be provided shall be limited to information that is current and prospective as of such execution date):

   a. Police Department Bi-Weekly Roster List

      The Roster List information provided will only cover employees represented by the Association and will be provided in two formats: (1) payroll number sequence and

(2) alphabetic sequence. The information provided will consist of the following data fields: payroll number, name, home address, biweekly pay rate, badge number, appointment date, maximum pay step attainment year, assignment code and title code. At its sole discretion, the Department may, from time to time, supplement these data fields that may be available; in such cases, the Association will be advised of this fact and will be provided with appropriate explanatory material describing the additional data fields. Roster list data will be provided to the Association on a bi-weekly basis with a bi-weekly list of payroll changes (additions and deletions) for Association represented employees.

The City payroll system is converting from a payroll number basis to a social security number basis. Accordingly, the roster list data provided to the Association will include payroll number data field and sequence format only for so long as this information is readily available on the payroll system. Thereafter, the social security number data field and sequence format shall supplant the payroll number data.

b. Police Department Personnel Status Report

The Personnel Status report data provided to the Association will cover only Association-represented employees. This information will consist of the year-to-date totals for the last pay period of the fiscal year (usually Pay Period 26). The Association will be provided with Personnel Status Report data at the end of each subsequent fiscal year, when such data is available on the report.

c. Annual Vacation Seniority List

The Association will be provided with one copy of the annual Vacation Seniority List as soon as is administratively practicable following its publication in January or February of each calendar year.

d. Health-Dental Insurance Data

In February and August of each calendar year, Employee Benefits Administration will generate a report for the Association containing a count of the Association-represented employees in active service at that time that are enrolled in each health

and dental insurance carrier offered these employees by the City. This report shall indicate single or family enrollment status and shall include a summary of the counts in each plan by single/family enrollment status.

e. Worker Compensation Reports

The Association shall be provided the EB-49 short form (no attachments) generated by the Employee Benefits Administration for each lost-time injury of an Association-represented employee. These forms shall be provided as soon as administratively practicable following the occurrence of the injury which gave rise to the EB-49 being generated.

f. The Association shall be supplied with a seniority roster for each classification within the Association. Thereafter, the roster shall be supplied during the last pay period of each calendar year.

g. Each pay period the Police Department shall provide a copy of the "Overtime By Location" report to the Association.

The foregoing information will be made available to the Association at a designated mail drop established for this purpose by the Police Department and located in the Personnel Section (Room 705A Police Administration Building). Access to the mail drop will be limited to authorized Association representatives between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excepting holidays.

3. The Police Department shall provide a copy of the "LISTING OF TIME OWED AND ALLOWED" for the Milwaukee Police Department to the Association. Such report shall be sent to the Association with the same frequency as it is sent to work locations.

4. Administration and control of the provisions of this Article shall be under the City Labor Negotiator.

ARTICLE 51

UNPAID LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

1. The City will permit a member of the Association to take an unpaid leave of absence for a

period of one year for service with a labor organization with which it maintains a contractual relationship.

2. Such unpaid leave of absence may be renewable for an additional year and the sole obligation of the City shall be to restore the individual on leave of absence to the first open position in the title the individual held provided that the individual can meet the requirements of this position and that there are no employees on layoff with greater seniority at the time the individual makes his requests for reinstatement.
3. No benefits shall accrue to the individual during the term of such unpaid leave of absence.
4. The Association Executive Board, through their President or his designee, shall notify the City Labor Negotiator in writing at least 14 calendar days prior to the effective commencement date of the leave. Employees making application for return from leave of absence shall notify the City Labor Negotiator in writing at least 14 calendar days prior to the date they are requesting return to duty. Such leave shall be granted subject to the employee complying with all Departmental rules and procedures regarding leaves of absence and return to duty.

ARTICLE 52

UNPAID MATERNITY

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 subsection 1.a.(4).

5. Administration

a. During his/her probationary period an employee in the Police Officer job classification shall not be eligible for the child-rearing benefits provided herein. This requirement shall not apply to the maternity portion of the leave provided by subsection l.a. of this Article, above.

b. Off-duty employment for an individual during a leave of absence provided hereunder shall be governed by the provisions of the OFF-DUTY EMPLOYMENT Article of this Agreement; the terms and conditions under which such off-duty employment is permitted shall be the same as those applicable to employees in active service.

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

d. 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 53

OFF-DUTY EMPLOYMENT

1. Except as otherwise herein provided, employees covered by this Agreement shall devote their whole time and attention to the service of the Police Department and they are expressly prohibited from engaging in any other business or occupation. Employees covered by this

Agreement shall be permitted to work up to thirty-two (32) hours maximum biweekly (but no more than 20 in any one calendar week) on a non-cumulative basis in another business or occupation provided that such employment is approved by the Chief of Police; and provided further that such employment does not occur while the employees are on sick leave or duty-incurred injury leave or during a period of an existing emergency; and provided further that such employment does not interfere with the rights of the Chief of Police to schedule or assign overtime. During non-segmented vacation periods, employees shall be permitted to work up to forty (40) hours maximum per week in another business or occupation, subject to the provisions of this subsection.

2. The Chief of Police shall have the right to establish Rules and Regulations to administer and control the off-duty employment benefits provided in Subsection 1 of this Article.
3. For information purposes only, once per calendar year, the Department shall provide the Association with a list of jobs that were approved in the previous calendar year pursuant to this Article.

ARTICLE 54

DUTY ASSIGNMENT

An employee shall, upon appointment and after taking and subscribing his or her oath of office, be assigned to night duty in a police district designated by the Chief of Police. Employees shall be assigned to day duty according to seniority in their respective ranks and positions. Temporary exceptions to such shift assignments may be made in accordance with existing Departmental practices

ARTICLE 55

POLITICAL LEAVES OF ABSENCE

1. Subject to the provisions of 5 United States Code sections 1501-08, as amended, if and when an employee chooses to run for political office, he or she shall notify the Chief of Police of his or her intention and, if there is a contest, may file a request for a leave of absence:

a. Any such request for leave of absence shall be granted and shall take effect no later than the date on which the nomination papers are filed for the political office in question.

b. While engaged in political activity, the person, i.e., candidate, shall not communicate with any person who is serving in the Milwaukee Police Department who is subordinate to that person for any political purpose whatsoever.

c. It shall be improper for such persons to require or request the political service or political support of any subordinate.

d. Such person shall not use the influence of his/her office for political purposes.

2. The requirement that an employee file for a leave of absence after deciding to run for political office shall not apply if the political office is a non-partisan, part-time position.

ARTICLE 56

COPIES OF MEMOS AND ORDERS

1. The Chief of Police will provide the Milwaukee Police Association with a copy of all Departmental memos and orders issued on or after January 1, 1985, affecting wages, hours and conditions of employment that do not pertain to confidential police matters. Insofar as is administratively practicable, any such memos and orders will be available for pickup by the MPA at the Police Department Personnel Bureau immediately following their issue; any such memos and orders not picked up will be mailed to the MPA on the Friday following their issue.

2. In addition to the memos and orders provided to the Association under subsection 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. Current copies of the items listed in this subsection will be provided to the Association. As they occur, updatings of these items shall be made available to the Association under the same terms and conditions set forth in subsection 1, above.

ARTICLE 57

JOINT LABOR/MANAGEMENT COMMITTEES

1. Effective September 1, 1987, a joint labor/management committee shall be established to discuss matters relating to uniforms, equipment and safety. These discussions shall include, but not be limited to: body armor replacement, body armor vendor (effective May 26, 1989), full sized cars, air bags, protective gloves, masks for CPR and larger squad car fire extinguisher. The committee shall consist of two (2) representatives designated by the Chief of Police, two (2) representatives designated by the Association and a mutually agreed upon facilitator, hired for the purpose of working with committee members to resolve issues under discussion. The facilitator will be funded through the Division of Labor Relation's budget.
2. Effective May 26, 1989, a new Joint Labor-Management Committee shall be established. The committee shall discuss under filling and shall consist of two representatives designated by the Chief of Police and two representatives designated by the MPA.
3. Effective the month next following the execution date of this Agreement, aA joint labor/management committee shall be established to discuss the status of the Appendices to the successor agreement to the 1998-2000 City/MPA Agreement. The committee shall consist of two (2) representatives designated by the Chief of Police and two (2) representatives designated by the MPA.
4. Effective the month next following the execution date of this Agreement, a joint labor/management committee shall be established to discuss long term disability, health and dental benefits as well as cost containment measures. Effective at the execution of this Agreement this committee shall include discussions regarding HMO coverage for retirees living outside HMO coverage zones. The committee shall consist of two representatives designated by the Association and two representatives designated by the City.

5 Effective the month following the execution date of the 2004-2006 Agreement, a joint labor management committee shall be established to discuss the Early Intervention Program. The committee shall consist of two representatives designated by the Association and two

representatives designated by the Chief of Police.

6. 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.

ARTICLE 58

LEGAL EXPENSES LIABILITY

1. When the City receives a claim for payment in accordance with and that meets the requirements of Wis. Stat. § 895.35(2) made by or on behalf of an employee represented by the Association, the City will request that such claim be placed on a Common Council Committee agenda within one hundred and eighty (180) days following receipt of the claim. However, the parties understand that such request may not be made within 180 days if there are processing delays caused by the employee or by the employee's legal counsel.
2. When the City receives a claim for payment in accordance with Wis. Stat. § 895.35(1) made by or on behalf of an employee represented by the Association, the City will request that such claim be placed on a Common Council Committee agenda within one hundred and eighty (180) days following receipt of the claim. However, the parties understand that such request may not be made within 180 days if there are processing delays caused by the employee or by the employee's legal counsel.
3. The parties agree that the arbitrator or permanent umpire's authority with respect to this Article shall be limited to whether or not the City requested that a claim be placed on a Common Council Committee agenda within the time periods described in subsections 1 or two, herein.
4. This Article is effective for all new claims received after the execution date of the Agreement.

ARTICLE 59

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law are delegated to the Common Council, the Fire and Police Commission and the Chief of Police and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof 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 parties hereto recognize that those rules and regulations established and enforced by the Fire and Police Commission and/or the Chief of Police, which affect the wages, hours, and working conditions of the police officers included in the collective bargaining unit covered by this Agreement are subject to the collective bargaining process pursuant to Section 111.70, Wisconsin Statutes.
4. The provisions of this Agreement are binding upon the parties for the term thereof. 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, the 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. During the term of this Agreement prior to the establishment of new rules or regulations, or changes in existing rules or regulations that do not fall within the City's unfettered management functions, the Association shall be afforded the opportunity to negotiate with the Chief of Police as follows:

    Whenever the Chief of Police proposes to establish a new rule, or make a change in an existing rule, if such proposal in its operation will affect wages, hours or conditions of employment of members of the bargaining unit represented by the

Milwaukee Police Association, hereinafter referred to as "Association," he or she shall present his or her written proposal to the President of the Association. At a mutually agreed to time, not more than 30 days following such presentment, the Chief of Police shall meet in good faith with the representatives of the Association with the intent to reach an agreement consistent with the Chief of Police's powers, duties, functions, and responsibilities under law. If no agreement is reached between the Chief of Police and the Association within 30 days of such initial meeting, the Chief of Police may establish the proposed new rule or the proposed change in an existing rule unilaterally, subject to the prior approval to the Board of the Fire and Police Commissioners. In case of emergency, the emergency to be determined by the Chief of Police, the Chief shall have the right to establish or modify a rule or rules unilaterally and such rule or rules shall become effective immediately. The Chief shall immediately inform the Board of Fire and Police Commissioners, in writing, of the rule change and the reason therefore and said rule shall remain effective until the next meeting of the Board.

6. Any rules or regulations of the Milwaukee Police Department affecting wages, hours, or conditions of employment promulgated by the Chief of Police after negotiation but without agreement may be tested relative to whether they violate the specific provisions of this Agreement as well as the propriety of their application in accordance with the provisions of this Agreement pertaining to grievances and arbitration

ARTICLE 60

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 61

ASSIGNMENTS MADE CONSISTENT WITH EMPLOYEE'S MEDICAL CAPABILITIES

1. If an employee is ineligible for the disability benefits provided by the ERS Act, or by Chapter 35 of the Milwaukee City Charter, in accordance with the terms and conditions established thereunder for that purpose and if the employee is ineligible to receive the sick leave or injury pay benefits provided by this Agreement for reasons other than that the benefits have been exhausted, the Chief of Police shall assign the employee to perform duties structured consistent with the employee's medical capabilities within the Police Department that have historically been performed by members of the Association bargaining unit (including, but not limited to, temporary or permanent assignments to the Communications Division, Criminal Investigation Bureau or Property Control Division).
2. In the event of a dispute over such assignment made by the Chief of Police, the employee shall have the right to grieve and the right to arbitrate under the Grievance and Arbitration Procedure provisions of this Agreement except that instead of being appealable to an arbitrator or permanent umpire, the dispute shall be appealable to a panel consisting of the three physicians, one physician to be designated by the Association, one physician to be designated by the Chief of Police and the third physician to be selected by agreement of the other two physicians. The panel's jurisdiction shall be limited to deciding the medical appropriateness of the Chief's assignment. Decisions made by the panel on matters which

are properly before it shall be by majority action and shall be final and binding on the parties. All other provisions of the Grievance and Arbitration Procedure shall remain unchanged and in full force and effect.

3. The provisions of this Article shall only cover assignments made by the Chief of Police

ARTICLE 62

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. 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 the one hundred dollars ($100) monthly Regular Parking Allowance benefit for the month covered by the permit; provided however, if the monthly parking permit purchase price is less than one hundred dollars ($100), the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit. Effective the first full calendar month following execution of the 2007-2009 Agreement, the Regular Parking Allowance benefit shall be increased to one hundred and ten dollars ($110). Effective January 1, 2008, the Regular Parking Allowance benefit shall be increased to one hundred and fifteen dollars ($115), and effective January 1, 2009, the Regular Parking Allowance benefit shall be increased to one hundred and twenty dollars ($120).

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 1, 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 $100 per month ($110, effective the first full calendar month following execution of the 2007-2009 Agreement; $115, effective January 1, 2008, and $120, effective January 1, 2009) ;

(2) Three or more-person carpool -- A total of $120 per month ($130, effective the first full calendar month following execution of the 2007-2009 Agreement; $135, effective January 1, 2008, and $140, effective January 1, 2009).

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 1 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 subsection 3, 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.

3. 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 Michigan Avenue on the south, North 12th Street on the west, West Juneau Avenue on the north and North Van Buren Street 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 2, above.

4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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 $35 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $115; effective January 1, 2008, an amount of reimbursement up to $40 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $120;effective January 1, 2009, an amount of reimbursement up to $45 which, in aggregate with the carpool benefits received by the employees' carpool shall not exceed $125.

b. Three-or-more-person carpool - An amount of reimbursement up to $50 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $135 ; effective January 1, 2008, an amount of reimbursement up to $60 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $140 ; effective January 1, 2009, an amount of reimbursement up to $65 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $145.

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 63

DRUG TESTING

MILWAUKEE POLICE DEPARTMENT DRUG TESTING POLICY STATEMENT

The Milwaukee Police Department is charged with enforcing all laws and ordinances and with maintaining a safe and peaceful community. The pervasive risk of harm caused by drug trafficking and illegal drug use by members of the Police Department creates a clear and present danger to the safety of the public and fellow law enforcement officers. The illegal use of drugs cannot and will not be tolerated within the Milwaukee Police

Department. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has the right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse can seriously impair an employee's physical and mental health, and thus, job performance. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Milwaukee Police Department and to preserve public trust and confidence in a fit and drug free law enforcement profession, the Department shall implement an expanded drug testing program to detect illegal drug use by sworn employees. Officers of all ranks will be randomly tested in such numbers as to ensure that a credible deterrent exists to illegal drug use.

MILWAUKEE POLICE DEPARTMENT DRUG TESTING PROGRAM

(Provisions applicable to MPA-represented Department Members)

I. DRUG TESTING PROGRAM DESCRIPTION

A. The term "Department" as used herein shall mean the Milwaukee Police Department. The term "member" shall mean a Department employee in the WERC - certified Department bargaining unit represented by the MPA.

B. Members shall be subject to drug testing under the following circumstances:

1. Where facts or circumstances are sufficient to constitute reasonable suspicion that a Department member is illegally using drugs.

NOTE Reasonable Suspicion exists when evidence or information which appears reliable is known to the police supervisor and is of such weight and persuasiveness as to make the supervisor, based upon/his/her personal judgment and experience, reasonably suspect that member of the department is illegally using drugs. A reasonable suspicion that a member is illegally using

drugs must be supported by specific articulable facts from which rational inference may be drawn. Reasonable suspicion cannot be based upon mere "hunch" or solely upon poor work performance. If suspicion of drug use is based upon observation of the suspected member's physical appearance, at least two (2) supervisors must make observations.

2. Whenever a member is directly involved in an incident that results in death, or great bodily harm as defined by State Statute.

3. Whenever a member is on probation, the member shall be tested prior to completion of the member's probation period. Completion of the member's probation period shall be contingent upon passing the drug test.

4. Whenever a member is eligible for promotion (including reclassifications), the member shall be tested prior to promotion. Promotion shall be contingent upon passing the drug test.

5. Whenever a member is returning from a leave of absence that exceeds 90 consecutive calendar days in duration. Reinstatement to the Department from the leave of absence shall be contingent upon passing the drug test.

6. Random Drug Testing

   a. Periodically a list of Department members selected for drug testing shall be generated by an independent secure random selection process. The frequency of random testing, and sampling rate, shall be as prescribed from time to time by the Chief of Police. The independent agency providing the random selection process shall be prescribed by the Chief. Such independent agency shall be provided with a list of all Department members covered by random drug testing encoded so that only the Chief of Police and the Commanding Officer of the Professional Performance Division know the identity of the Department members.

   b. The Chief may increase the frequency of random testing, and sampling rate over and above the frequency of random testing and sampling rate

he prescribes from time to time under paragraph 6.a., hereof, for members assigned to the following Department Units: Vice Control Division, Tactical Enforcement Unit, Property Control Section (only those persons directly involved in the custody and handling of illegal drugs), Professional Performance Division and effective upon execution of the 2007-2009 Agreement, the Intelligence Division. If subsequent Departmental reorganization results in modifications to any of these units, the function performed by a unit as it is presently constituted, shall continue to be covered hereunder no matter how such unit is constituted following a future reorganization.

c. Members selected to be tested shall be notified by their Commanding Officer, who shall give them a written order to report for testing. A copy of such written order shall not be entered into a member's personnel file, but shall be retained by the Department in a file kept at the Professional Performance Division.

d. All members on paid leave who are selected for drug testing pursuant to paragraphs 6.a. or 6.b., hereof, shall not be required to participate in such test, except those members having the following status as of the notice of selection:

(1) Members on sick or injury leave who have received permission to leave the residence to further recuperation;

(2) Members on compensatory time off authorized after the selection notice; or

(3) Members on "suspended with pay" or "dismissed with pay pending appeal" status.

e. Members on regular off days shall not be subject to random drug testing.

f. Any member selected for testing who claims inability to participate due to medical reason shall be examined by a physician designated by the

Chief. The physician shall determine if such member may be excused from the test. If such member is excused from a scheduled test, he/she shall be rescheduled for testing as soon as possible, irrespective of any random sampling selection.

7. Members having sensitive assignments, referenced in paragraph 6.b., hereof, shall be subject to drug testing upon entering and leaving these assignments, as well as on an annual basis while serving in such assignments.

C. Refusal to submit to a drug test shall result in immediate suspension and discipline up to and including dismissal from the Department. Attempts to alter or substitute a test sample provided by the member being tested shall be deemed a refusal to submit to a drug test. When the member appears unable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The member shall be permitted no more than three (3) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit a drug test.

D. Testing Procedure

1. The current testing procedure shall be continued. This procedure is currently administered by Aurora Consolidated Laboratories. Nothing herein shall prohibit the Chief of Police from changing the provider of this procedure, so long as the new provider is DHHS-certified and performs the procedure pursuant to DHSS standards.

2. Substances to be tested for include:

Amphetamines	Opiates
Canabinoids	Phencyclidine (PCP)
Cocaine	

Nothing herein shall prohibit the Chief of Police from amending this list of substances, so long as the added substance is one for which DHHS has adopted a quantitative standard for a positive test finding for the substance; the

Department will notify the MPA of amendments to this list of substances.

3. Split Samples

At the collection site, the technician shall either collect the specimen in two containers or shall collect the specimen in one container and shall then split the specimen into two containers. One sample (the primary sample) shall be tested by the City-designated testing laboratory. The other sample (the split sample) shall be stored by the testing laboratory should a verified confirmed positive result from the test of the first sample.

If a verified, confirmed positive result is obtained from the test of the primary sample, the member shall be informed that he/she has 72 hours to notify the Medical Review Officer (MRO) that he/she wishes to challenge the test result by means of independent testing of the split sample. The member must so notify the MRO in writing within 72 hours of the member's being notified that his/her test was verified confirmed positive for the presence of a drug. Upon such a challenge, the split sample retained by the testing laboratory for use by the member shall be forwarded by the testing laboratory to a DHHS-certified laboratory selected by the member from a list of four such laboratories designated by the City.

All costs associated with the testing of the split sample shall be borne by the member, provided however, if the test of the split sample does not indicate a positive drug test result, then the Department shall reimburse such member for the costs of testing the split sample. Testing of split samples shall be conducted pursuant to the retesting provision described in the Federal Guidelines.

4. All test results shall be reviewed and interpreted by a Medical Review Officer (MRO) who shall be a licensed physician with knowledge of substance abuse disorders, designated by the Chief. The MRO shall examine alternative medical explanations for any confirmed positive test result. This action may

include conducting a medical interview with the individual, review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall forward the results of his/her review to Chief of Police and/or Commanding Officer of the Professional Performance Division.

II. ACCESS TO TEST RESULTS

Confirmed positive drug test results verified by the MRO shall be made available only to the following:

Chief of Police

Commanding Officer of the Professional Performance Division

III. ADMINISTRATION/DISCIPLINARY ACTION

A. A member, who has been ordered to take and has taken, a drug test based on either reasonable suspicion, or the requirements of paragraph I.B.2., hereof, shall not be subject to disciplinary action until the test results are received by the Department. During that period, however, the member may be required to surrender his/her weapon, badge, I.D. card, cap shield, and callbox key, and may be suspended with pay. This action shall be accomplished most discreetly and, whenever possible, without advising other personnel of the reasons.

B. All discipline involving a member who has a confirmed positive test for illegal drug use, verified by the MRO, shall be administered by the Chief; such discipline may include dismissal from the Department. A challenge to a confirmed positive test result by a member shall not affect or delay the effective date of discipline imposed against the member pursuant to this section. The Department's position is that any member proven to have illegally used drugs should be dismissed for such use, subject only to the discretion of the Chief and review of the Fire and Police Commission.

IV. EXCLUSION OF TEST RESULTS FROM CRIMINAL PROCEEDINGS

Drug test results obtained through the Milwaukee Police Department Drug Testing Program may not be used as evidence against an officer in a criminal nor in a municipal ordinance violation proceeding.

V. CONFIDENTIALITY

A. Except as provided in paragraph V.B., below, there shall be no dissemination of an individual member's drug test results (including documentation or information contained therein) to the public.

B. The provisions of paragraph V.A., hereof, shall not apply to an individual member's drug test results in the following circumstances:

(1) Disciplinary hearings, or appeals therefrom, occasioned by such individual member's drug test results.

(2) Nondisciplinary administrative hearings, or appeals therefrom, when such individual member's drug test results would be relevant to such hearings/appeals.

ARTICLE 64

INTERPRETER/TRANSLATOR PAY

1. The Chief of Police retains the right to direct employees to perform interpreter/translator duties consistent with employees' capabilities for such duties and the needs of the Police Service.

2. An employee in active service and in a classification covered by this Agreement performing authorized interpreter/translator duties as a result of:

a. Direction from the employee's commanding officer; or

b. The employee's response to a request for an interpreter/translator broadcast over the MPD radio network (in the event more than one employee responds to such a request, only those employees actually needed to perform interpreter/translator duties shall be entitled to receive the Interpreter/Translator Pay)

shall be entitled to receive premium pay equal to $1.00 per hour in addition to his/her base salary for each actual hour or nearest 0.1 of an hour spent performing such interpreter/translator duties. Such premium pay shall be termed "Interpreter/Translator Pay." Interpreter/Translator Pay shall always be compensated at a flat rate of $1.00 per hour irrespective of whether the employee is in premium pay status. An employee who is authorized to perform interpreter/translator duties shall receive a minimum of $1.00 for each separate occasion he or she is so authorized. Interpreter/Translator Pay shall be subject to the terms and conditions provided in paragraphs 3. through 7., inclusive, below.

3. Interpreter/translator duties eligible for compensation hereunder shall be limited to authorized duties performed by the employee involving interpretation and/or translation of a language other than English at a level of competence deemed acceptable to the Department. Such "other languages" comprise those non-English languages recognized by the Department. Languages currently recognized by the Department are:
    a. American Sign
    b. Chinese (Cantonese, Mandarin, Taisan)
    c. Chomorro
    d. Filipino (Tagalog)
    e. French
    f. German
    g. Greek
    h. Italian
    i. Japanese
    j. Kurdish
    k. Polish
    l. Russian
    m. Serbo-Croat
    n. Spanish
    o. Ukrainian, and
    p. effective upon execution of the 2007-2009 Agreement, Hmong.

    An employee possessing interpreter/translator ability in a non-English language that is not listed above may at any time file a written request with the Department to add that language to the list.

4. Interpreter/Translator Pay payments to employees entitled to receive them shall be made quarterly during the calendar year on such dates as the Department shall prescribe.

5. Interpreter/Translator Pay shall only be granted when an employee is actually performing

interpreter/translator duties and shall not be granted when such an employee is directed to perform other duties.

6. 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.
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 65

ACCRUED TIME OFF DONOR PROGRAM

1. Members of the Association shall be permitted to donate accrued vacation time, time-off in lieu of holidays or compensatory time to a designated Association member, who has exhausted all of his/her accrued time off, including sick leave, because he/she is suffering from a major catastrophic illness or terminal illness, and is unable to work.
2. Donations of time shall be limited to a maximum of 40 hours of accrued time per donor per calendar year and shall be donated in increments of one (1) hour indicated on a "Notification of Intent to Donate Time" form. A separate form must be completed for each employee to whom time is being donated. Employees donating time shall not have any accrued time returned if the employee to whom time is donated does not utilize the entire donation. The City shall take efforts to ensure that loss of donations due to non-utilization are kept to a minimum.
3. An employee requesting donations of accrued time shall submit to the Department of Employee Relations an "Application for Accrued Time Off Donor Program" and a physician's statement certifying that the employee meets the program's medical requirements. The City reserves the right to require the employee to obtain a second opinion from a physician of the employee's choice and at the expense of the employee if not covered by the employee's health insurance provider. The decision of the Department of Employee

Relations as to eligibility to receive donated time shall be final. After eligibility has been determined, an employee may not use donated time in excess of 2080 hours per illness.

4. Participation in the Accrued Time Off Donor Program by employees represented by the Association shall be subject to all terms and conditions governing the procedures for administration as developed by the Department of Employee Relations, pursuant to Common Council File No. 932015 and 960782.
5. This Program shall be effective only so long as a Common Council ordinance establishing and approving this Accrued Time Off Donor Program is in effect, and so long as the parties agree to continue this program.
6. Disputes arising from the administration of this benefit are not subject to the grievance procedures of this Agreement.

ARTICLE 66

REAPPOINTMENT BENEFITS

1. The provisions of this Article shall only be applicable to former Department employees who have voluntarily resigned from, and have applied for reappointment to, the Department and are recommended for reappointment to the Department by the Chief of Police and such recommendation has been approved by the Fire and Police Commission.
2. A former employee shall be eligible for the Reappointment Benefits hereinafter provided if all of the following eligibility requirements are met:
   a. The employee did not file an application with the Employes' Retirement System of Milwaukee for return of his/her accumulated contributions credited to his/her annuity account;
   b. The employee had successfully completed his/her recruit training and graduated from the Training Academy as of the date of his/her separation from active service with the Department prior to reappointment;
   c. The employee had not previously been reappointed to the Milwaukee Police Department; and

d. The length of time between the employee's effective separation from active service with the Department and the date his/her written application for reappointment is filed with the Office of the Chief of Police does not exceed sixty (60) calendar days.

3. For purposes of this Article a reappointed employee's old anniversary date shall be adjusted, such that the amount of time the employee was separated from the Department is excluded from active service time and a new anniversary date determined.

4. Benefits to which an employee is entitled upon reappointment:

a. Pay Step Advancement

The reappointed employee's active service in the MPA classification he/she occupied at the time of separation from the Department shall count as active service for the purpose of computing his/her current and prospective pay step advancement.

b. Seniority

A reappointed employee's prior service in the MPA Bargaining Unit shall count as active service for purposes of computing his/her current and prospective contractual seniority benefits or those seniority benefits in effect by custom and practice at the time the employee is reappointed to the Department. The reappointed employee shall not be entitled to exercise seniority rights for purposes of picking vacation schedules until the calendar year following the calendar year in which the employee is reappointed.

c. Vacation Benefits

A reappointed employee shall have his/her prior active service in the Department counted as active service for purposes of computing his/her current and prospective vacation benefits.

d. Sick Leave Benefits

A reappointed employee shall be entitled to reinstatement of his/her earned and unused sick leave credit at the time of his/her separation from the Department.

e. Promotional Exams

The period of separation shall not be deemed a break in continuous service for

purposes of eligibility to take promotional examinations if, and only if the reappointed employee applied for reappointment with the Department within thirty (30) calendar days from the effective date of his/her resignation from the Department.

5. An employee who applies for reappointment to the Department more than sixty (60) calendar days after the effective date of the employee's separation from active service in the Department, but before the time limit for applying for reappointment established by Fire and Police Commission rules, may be reappointed to the Department subject to the Chief of Police recommending that the employee be reappointed and subject to the Fire and Police Commission's approval of the reappointment. Upon the Fire and Police Commission's approval of the reappointment, the employee shall be reappointed as a new employee within the classification he or she occupied as of the date of his or her separation and shall not be entitled to the Reappointment Benefits provided herein.
6. Eligibility for pension, health/dental insurance and life insurance benefits shall be as provided respectively by the provisions of the ERS Act (Pension Law), contracts between the City and its health/dental insurance providers (Basic Plan as well as HMOs) and the contract between the City and its life insurance carrier. Nothing herein shall modify the terms and conditions of those provisions.
7. Except as specifically modified herein, all other benefits, including eligibility therefore, shall be provided under the same terms and conditions as these benefits are provided for by the City/Union Labor Agreement and/or City Ordinances in effect as of the date the Fire and Police Commission grants approval of the favorable reappointment recommendation received by the Chief of Police.
8. The Chief of Police and the Fire and Police Commission shall retain all their rights respecting reappointment of employees to the Department and nothing herein shall in any way be construed as a limitation on those rights. These rights include, but are not limited to, the right of the Chief of Police to recommend granting or denying reappointment to the Department and the right of the Fire and Police Commission to grant or deny reappointment

to the Department.

9. The provisions of this Article shall be deemed effective for requests for reappointment made on or after May 16, 1995.

ARTICLE 67

FIELD TRAINING OFFICER PREMIUM PAY

1. The Chief of Police retains the exclusive right to make assignments of Field Training Officers (FTO's) from the ranks of employees in the Police Officer classification. Such assignments shall be made in accordance with procedures established for this purpose from time to time by the Chief.
2. The duties and responsibilities for the FTO assignment shall be as determined from time to time by the Chief. An employee in the Police Officer classification assigned by the Chief as a Field Training Officer shall be entitled to receive premium pay equal to $2.00 per hour in addition to his/her base salary for each hour spent on duty while so assigned, provided however, that such an employee shall not be entitled to this premium pay for time spent at FTO training programs. Such premium pay shall be termed "FTO Premium Pay." FTO Premium Pay shall always be compensated at a flat rate of $2.00 per hour irrespective of whether the employee is in Premium Pay status. FTO Premium Pay shall be subject to the terms and conditions provided in paragraphs 3 through 7, inclusive, below.
3. FTO Premium Pay shall only be granted when an employee assigned by the Chief as an FTO is actually performing FTO duties and shall not be granted when such an employee is temporarily reassigned to other duties.
4. FTO Premium Pay payments to employees entitled to receive them shall be made quarterly during the calendar year on such dates after the effective date referenced in paragraph 2, hereof, as the Department shall prescribe.
4. 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.

5. 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 68

CERTIFICATION PAY

1. An employee deemed certified as being qualified to be a law enforcement officer in the State of Wisconsin by the Law Enforcement Standards Board (LESB) as of the close of a calendar year shall be entitled to receive a $1,260 payment termed "Certification Pay." Certification Pay payments shall be made as soon as is administratively practicable following the close of the calendar year in which eligibility therefor has been established. Once LESB certification has been established during a calendar year, an employee must maintain that certification for the balance of such calendar year in order to receive Certification Pay benefits for that calendar year. Effective for calendar year 2008 payments (paid in 2009), Certification Pay shall be reduced to $1,000. .
2. An employee retiring on normal pension, or resigning voluntarily from the Police Department, and who was LESB-certified at the time of such retirement or resignation shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. For purposes of determining eligibility for the benefits provided in subsection 1, above, years of service shall be computed as of the effective date of the employee's normal retirement or voluntary resignation. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's retirement or voluntary resignation.

3. Except as provided in subsection 4 of this Article, below, payments made under the provisions of this Article shall not be included in the determination of overtime compensation or any other fringe benefits.
4. Employees who retire from active service on a service retirement shall have only the first $1,000 of their Certification Pay benefits included in final average salary for purposes of computing their service retirement allowances. For purposes of interpretation and construction of the provisions of this Article, the Certification Pay benefit the employee is entitled to include in the Final Average Salary computation shall be an amount equal to the first $1,000 of the Certification Pay payment the employee received for December 31 of the calendar year immediately preceding the employee's effective date of retirement.
5. An employee who is on detached status under the Contract Administration provisions of this Agreement or an employee who has returned to active duty from detached status under the Contract Administration provisions of this Agreement, shall be entitled to these benefits under the terms and conditions set forth.
6. An employee on a military leave of absence for performance of duty as a member of the State of Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall be eligible for Certification Pay benefits for a calendar year prorated on the basis of the employee's active service with the Department in that calendar year subject to the following:
    a. The military leave is a result of being called to, or volunteering for, active duty under the authority granted to the President of the United States or the Congress of the United States for a period of more than 30 calendar days;
    b. Prorated Certification Pay shall be calculated as of the effective date the employee separated from active service with the Department and began his/her unpaid military leave of absence.
    c. For purposes of prorating Certification Pay benefits, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is

on the Police Department payroll less that 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.

ARTICLE 69

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 70

COPIES OF LABOR CONTRACT

As soon as practicable following the execution date of this Agreement, the City will provide to the Union two hundred copies of this Agreement. The covers of such copies will not be red.

ARTICLE 71

INTERNAL INVESTIGATIONS

If an employee is required to submit to interrogation by the employer concerning an allegation of misconduct and such interrogation could lead to discipline, demotion or discharge, the interrogation shall be conducted on working days as defined in §227.01(14),

Stats. between the hours of 6:00AM and 9:00PM. This provision shall apply only to interrogations that are compelled by a PI-21, and that:

1) are not related to an incident involving death or great bodily harm as defined by statute, or
2) are not related to an incident where exigent circumstances, as determined by the Chief of Police, require immediate interrogations.

If an interrogation not meeting either criterion 1) or criterion 2), above, begins before 9:00PM and is not concluded by 9:00PM, the employer shall have the discretion to continue such interrogation beyond 9:00PM.

ARTICLE 72

EARLY INTERVENTION PROGRAM

1. At his or her discretion, the Chief of Police may establish an Early Intervention Program (EIP) for the Milwaukee Police Department.

2. The City formed an EIP Advisory Group prior to implementation of the EIP. The EIP Advisory Group included one representative from the MPA, MPSO, and ALEASP. The Chief also appointed representatives to the Advisory Group. The purpose of the EIP Advisory Group was to consider appropriate performance measurements and benchmarks for the identification of employees whose performance indicates a need for intervention. The EIP Advisory Group may make recommendations concerning performance measurements and intervention benchmarks to the Chief. However, such recommendations shall be advisory only. The Chief shall give due consideration to any such recommendations. The Chief shall decide when the Advisory Group recommendations are due.

3. The EIP is a management tool designed for multiple purposes, including, but not limited to, evaluation of employees, identification of training or re-training needs and for referral to the City of Milwaukee Employee Assistance Program (EAP) or to another outside confidential counseling service.

   a. If an employee is identified through any EIP analysis, the mere fact that he or she

was identified by the EIP shall not be used in the employee's evaluation; however, the data which led to the employee being identified by the EIP may be used in the employee's evaluation.

b. If the EIP analysis indicates a need for training or re-training, the employee shall be required to participate in all training or re-training deemed appropriate by the Chief.

c. An employee who is referred to the EAP or to an outside confidential counseling service shall not be required to participate in the EAP or other counseling service.

d. The failure of an employee to participate in the EAP or in outside confidential counseling services shall not be grounds for discipline.

e. The identity and the nature of any outside counseling entities to which an employee is referred shall not be noted on the employee's evaluation.

4. The mere identification of an employee through any EIP analysis shall not be used for disciplinary purposes; however, the data which led to the employee being identified through EIP analysis may be or become the basis for discipline.

5. Neither the Chief, the Fire and Police Commission (FPC), nor any agent of the City shall be allowed to request any information from an outside counseling entity to which an employee is referred.

6. The Chief, the FPC and the City agree to treat the EIP database and the results of any employee's EIP analysis, including whether an employee has exceeded or not exceeded benchmarks or whether an employee has been referred to counseling, as confidential as required by law.

7. The provisions of this Article apply only to the EIP and shall not affect other departmental policies, procedures or contractual agreements.

Dated at Milwaukee, Wisconsin this 25th day of October, 2007.
(Four copies of this instrument are being executed all with the same force and effect as though each were an original).

FOR THE ASSOCIATION:

John A. Balcerzak, President

Thomas E. Fischer, Vice President

Mark A. Sikora, Secretary/Treasurer

Sebastian C.J. Raclaw, Trustee

Troy K. Jankowski, Trustee

Daniel J. Halbur, Trustee

Mark D. Buetow, Trustee

Christopher A. Moews, Trustee

John T. Belsha, Trustee

BY:

Maria Monteagudo
Director of Employee Relations

Troy M. Hamblin
City Labor Negotiator

Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

W. Martin Morics, Comptroller

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

Michael J. Murphy, Alderman
Chairman, Finance & Personnel Committee

SIGNATURES

07-09 Labor Contract
labr/mpa

APPENDIX A

RATES OF PAY

FOR EMPLOYEES COVERED BY THE 2007 - 2009

AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND

THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21, IUPA, AFL-CIO

FOR THE TIME PERIOD

COMMENCING JANUARY 1, 2007, AND ENDING DECEMBER 31, 2009

(FOR INFORMATIONAL PURPOSES ONLY)

Effective Pay Period 1, 2007 (December 31, 2006)

Pay Range 801

Biweekly Rate:

$1,686.12	1,851.35	2,065.14	2,147.16	2,273.41

Monthly Rate:

$3,663.30	4,022.28	4,486.76	4,664.96	4,939.25

Annual Rate:

$43,959.56	48,267.34	53,841.15	55,979.53	59,271.05

Police Officer[1/]
Police Matron
Assistant Custodian of Police Property and Stores

[1/]Receives $20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

Pay Range 804

Biweekly Rate:

$2,229.18	2,299.95	2,373.77

Monthly Rate:

$4,843.16	4,996.92	5,157.30

Annual Rate:

$58,117.91	59,962.99	61,887.58

Court Liaison Officer
Identification Technician
Narcotics Control Officer
Police Alarm Operator

Pay Range 806

Biweekly Rate:

$2,299.95	2,373.77	2,453.23

Monthly Rate:

$4,996.92	5,157.30	5,329.93

Annual Rate:

$59,962.99	61,887.58	63,959.21

Custodian of Police Property and Stores

Pay Range 808

Biweekly Rate:

$2,347.32	2,440.09	2,536.64

Monthly Rate:

$5,099.83	5,301.39	5,511.15

Annual Rate:

$61,197.99	63,616.64	66,133.83

Detective
Document Examiner
Latent Print Examiner
Police Data Communications Specialist

Pay Range 810

Biweekly Rate:

$2,453.23	2,538.30	2,623.42

Monthly Rate:

$5,329.93	5,514.76	5,699.69

Annual Rate:

$63,959.21	66,177.11	68,396.31

Police Electronic Technician

Pay Range 812

Biweekly Rate:

$2,538.30	2,623.42	2,708.58

Monthly Rate:

$5,514.76	5,699.69	5,884.71

Annual Rate:

$66,177.11	68,396.31	70,616.55

Chief Document Examiner
Identification Systems Specialist

Pay Range 813

Biweekly Rate:

$2,440.09	2,536.64	2,637.01	2,741.37	2,849.79	2,962.69

Monthly Rate:

$5,301.39	5,511.15	5,729.22	5,955.95	6,191.51	6,436.80

Annual Rate:

$63,616.64	66,133.83	68,750.62	71,471.44	74,298.10	77,241.56

Police Audio Visual Specialist

Effective Pay Period 1, 2008 (December 30, 2007)

Pay Range 801

Biweekly Rate:

$1,740.92	1,911.52	2,132.26	2,216.94	2,347.30

Monthly Rate:

$3,782.36	4,153.01	4,632.59	4,816.57	5,099.79

Annual Rate:

$45,388.27	49,836.06	55,591.07	57,798.80	61,197.47

Police Officer[1/]
Police Matron
Assistant Custodian of Police Property and Stores

[1/]Receives $20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

Pay Range 804

Biweekly Rate:

$2,301.63	2,374.70	2,450.92

Monthly Rate:

$5,000.57	5,159.32	5,324.92

Annual Rate:

$60,006.79	61,911.82	63,898.99

Court Liaison Officer
Identification Technician
Narcotics Control Officer
Police Alarm Operator

Pay Range 806

Biweekly Rate:

$2,374.70	2,450.92	2,532.96

Monthly Rate:

$5,159.32	5,324.92	5,503.16

Annual Rate:

$61,911.82	63,898.99	66,037.89

Custodian of Police Property and Stores

Pay Range 808

Biweekly Rate:

$2,423.61	2,519.39	2,619.08

Monthly Rate:

$5,265.58	5,473.68	5,690.26

Annual Rate:

$63,186.98	65,684.10	68,283.16

Detective
Document Examiner
Police Data Communications Specialist
Latent Print Examiner

Pay Range 810

Biweekly Rate:

$2,532.96	2,620.79	2,708.68

Monthly Rate:

$5,503.16	5,693.98	5,884.93

Annual Rate:

$66,037.89	68,327.74	70,619.16

Police Electronic Technician

Pay Range 812

Biweekly Rate:

$2,620.79	2,708.68	2,796.61

Monthly Rate:

$5,693.98	5,884.93	6,075.97

Annual Rate:

$68,327.74	70,619.16	72,911.62

Chief Document Examiner
Identification Systems Specialist

Pay Range 813

Biweekly Rate:

$2,519.39	2,619.08	2,722.71	2,830.46	2,942.41	3,058.98

Monthly Rate:

$5,473.68	5,690.26	5,915.41	6,149.51	6,392.74	6,646.00

Annual Rate:

$65,684.10	68,283.16	70,984.94	73,794.14	76,712.84	79,751.98

Police Audio Visual Specialist

Effective Pay Period 1, 2009 (December 28, 2008)

Pay Range 801

Biweekly Rate:

$1,807.37	1,983.09	2,210.45	2,297.67	2,431.94

Monthly Rate:

$3,926.73	4,308.50	4,802.47	4,991.96	5,283.68

Annual Rate:

$47,120.72	51,701.99	57,629.59	59,903.54	63,404.15

Police Officer[1/]
Police Matron
Assistant Custodian of Police Property and Stores

[1/]Receives $20.00 additional biweekly while assigned to motorcycle duty in accordance with MOTORCYCLE PAY provision of the labor contract.

Pay Range 804

Biweekly Rate:

$2,384.90	2,460.17	2,538.67

Monthly Rate:

$5,181.48	5,345.01	5,515.56

Annual Rate:

$62,177.75	64,140.15	66,186.76

Court Liaison Officer
Identification Technician
Narcotics Control Officer
Police Alarm Operator

Pay Range 806

Biweekly Rate:

$2,460.17	2,538.67	2,623.17

Monthly Rate:

$5,345.01	5,515.56	5,699.15

Annual Rate:

64,140.15	66,186.76	68,389.79

Custodian of Police Property and Stores

Pay Range 808

Biweekly Rate:

$2,510.54	2,609.20	2,711.88

Monthly Rate:

$5,454.45	5,668.80	5,891.88

Annual Rate:

$65,453.37	68,025.58	70,702.59

Detective
Document Examiner
Police Data Communications Specialist
Latent Print Examiner

Pay Range 810

Biweekly Rate:

$2,623.17	2,713.64	2,804.16

Monthly Rate:

$5,699.15	5,895.71	6,092.37

Annual Rate:

$68,389.79	70,748.48	73,108.46

Police Electronic Technician

Pay Range 812

Biweekly Rate:

$2,713.64	2,804.16	2,894.73

Monthly Rate:

$5,895.71	6,092.37	6,289.15

Annual Rate:

$70,748.48	73,108.46	75,469.75

Chief Document Examiner
Identification Systems Specialist

Pay Range 813

Biweekly Rate:					
$2,609.20	2,711.88	2,818.62	2,929.60	3,044.91	3,164.97
Monthly Rate:					
$5,668.80	5,891.88	6,123.79	6,364.91	6,615.43	6,876.27
Annual Rate:					
$68,025.58	70,702.59	73,485.45	76,378.86	79,385.16	82,515.29

Police Audio Visual Specialist

APPENDIX B

September 14, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21
I.U.P.A., AFL-CIO
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties agree to amend subsection 3.c.(1) of the OVERTIME Article set forth in the 1983-1984 City/Milwaukee Police Association Memorandum of Understanding so that in the 1983-1984 City/MPA Labor Contract it will read as follows:

"(1) If an employee's compensatory time off balance (CTB), including any remaining unused compensatory time off earned prior to September 11, 1983, recorded on the most current Police Department Personnel Status Report is less than 32 hours, the employee may elect to be compensated in time off instead of cash for each instance of overtime work performed after issuance of the most current Status Report until issuance of the next Status Report which indicates the employee's CTB is equal to or greater than 32 hours."

The parties further agree that with respect to authorized overtime assignments directly related to the Milwaukee Police Department Band function, the following provisions shall be applicable:

1. Notwithstanding the OVERTIME Article of the 1983-1984 Labor Contract between the City of Milwaukee and the Milwaukee Police Association, when an employee is a member of the Milwaukee Police Department Band and performs an authorized overtime assignment directly related to the Band function, he/she shall be compensated at base salary rates (IX) in compensatory time off for the duration of such overtime assignment. The time off so earned: Shall not count towards the 32-hour Compensatory Time Off Bank (CTB) limit determining the employee's eligibility for overtime compensation in compensatory time off, instead of cash, that is provided for in subsection 3.c.(1) of the OVERTIME

Article; Shall not affect the employee's CTB recorded on Police Department Personnel Status Reports; and shall not be included in the cash buyout provided for under subsection 3.d.(1) of the OVERTIME Article.

2. An employee may use earned time off from authorized overtime assignments directly related to the Police Band function on dates he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first-served basis. Decisions made by employee's commanding officer with respect to the availability of the dates the employee has requested shall be final.
3. Administration of Band Overtime shall be in accordance with Departmental Order #7386, dated February 17, 1977, and attached herewith as Appendix A.

The parties further agree that for purposes of administering the benefits provided by aforesaid OVERTIME Article (as amended, above) the following provisions shall apply:

1. Except as provided in subsection 2, of this paragraph, below, the Police Department Personnel Status Report used to determine an employee's eligibility to elect compensatory time off instead of cash for an instance of overtime work performed shall cover overtime work performed during the 336 consecutive hour time period beginning at 12:01 a.m. on the second Wednesday of the pay period closest to the date on which the Status Report is issued. Normally, the Status Report would be issued on the second Wednesday of the pay period; in the event the Status Report is delayed, it shall be deemed effective retroactive to 12:01 a.m. on that Wednesday.
2. An employee may elect to be compensated in time off instead of cash for rollcall overtime if either of the two Police Department Personnel Status Reports that are issued during the current pay period reflect a balance of less than 32 hours. Such election must be for all rollcall overtime earned in such pay period.

3. An employee may elect to be compensated in time off instead of cash for out-of-shift premium earned if the employee's CTB recorded on the most current Police Department Personnel Status Report in effect on the date that the out-of-shift assignment ends is less than 32 hours.

The parties further agree that all other terms and conditions of the aforesaid OVERTIME Article (as amended, above) shall remain unchanged and in full force and effect.

The parties further agree that the agreements provided for above shall be deemed to be in force and effect on September 11, 1983.

REPRESENTATIVES OF THE MILWAUKEE POLICE ASSOCIATION	**CITY OF MILWAUKEE NEGOTIATING TEAM**
Robert B. Kliesmet	James W. Geissner
Bill Krueger	Joe S. Ellis
Gary J. Brazgel	Elisabeth F. Schraith
Donald Abbott	Karen M. Christianson
Thomas A. Barth	
Donald Fortier	
Thomas Kepka	
William Ward	
Gerald LeVan	

See file for original signatures.

APPENDIX 'A'

CITY OF MILWAUKEE

DEPARTMENT OF POLICE

749 WEST STATE STREET, POLICE ADMINISTRATION BUILDING

MILWAUKEE, WISCONSIN 53233

ORDER NO. 7386

February 17, 1977

RE: MILWAUKEE POLICE BAND

The following procedures relating to participation by members in functions of the Milwaukee Police Band are hereby adopted.

1. Three (3) hours compensatory overtime will be granted for appearances at school concerts, parades, and the Fire and Police Baseball Game to any band member assigned to the late shift, or to any band member participating on a scheduled regular off day or vacation day; provided, such regular off or vacation day may be exchanged for a different date. Early Shift band members will be compensated hour-for-hour ending at the time roll call payment starts.

2. Hour-for-hour compensatory overtime will be granted for appearances not enumerated above (See exceptions in numbered paragraphs 5 and 6); and a minimum of 1/10 of an hour (6 minutes can be submitted for compensatory overtime.

3. Two (2) hours compensatory overtime will be granted for regular rehearsal time designated as 2:00 p.m. to 4:00 p.m., but members scheduled for early shift duty on a rehearsal day shall not be entitled to "roll call overtime" in addition to the two hours provided herein.

4. Day shift members who are on duty and scheduled to participate in a parade shall be excused from duty one and one-half (1 1/2) hours prior to the scheduled reporting time of the parade. Their return to duty following the parade is contingent on the starting time, and to ensure uniformity such matter will be incorporated in the directive relating to the parade in question.

5. Duty time (excused) is hereby authorized for the annual Police Band Concert and rehearsal.

6. Band members will volunteer their time for appearance at the Police Picnic and any other event as directed by the Band Board, upon approval of the Chief of Police.

7. All compensatory overtime cards shall be submitted to the Band Manager for approval and transmittal to the Administration Bureau.

This order shall take effect immediately and hereby cancels Order No. 6684, dated May 1, 1972.

_____
Harold A. Breier
Chief of Police

HAB:RJZ:RTW

See file for original signature.

APPENDIX B
Labr/MPA

October 12, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE ASSOCIATION, LOCAL # 21
I.U.P.A., AFL-CIO
AND
THE NEGOTATING TEAM FOR THE CITY OF MILWAUKEE

For purposes of interpretation and construction of the free parking provisions provided for in the 1983-1984 City/MPA labor contract (Article 17, subsection 2.a.(4)), an employee shall be covered by such provisions when performing the following authorized overtime assignments, notwithstanding the fact that such assignments do not fall within the ambit of court overtime work as determined by the Police Department Administration:

1. An employee assigned to the First District, or a Bureau located at the Police Administration Building, required to meet with the First District Captain at the Administration Building to discuss a tavern violation matter.
2. An employee required to report to the Lieutenant in charge of the Traffic Accident office of the Traffic Bureau to discuss an accident investigation matter.
3. An employee required to report to the Captain of the Vice Squad on a matter involving a previously executed search warrant.

In the above 3 enumerated circumstances the employee shall not be entitled to court overtime, instead he/she shall submit an overtime card indicating a performance measure number determined by the Police Department Administration.

The aforesaid free parking provisions shall also be interpreted and construed to cover an employee subpoenaed to court on authorized Departmental business during a period the employee is on approval sick or injury leave; such coverage shall be limited to the duration of the court appearance resulting from the subpoena and the employee shall not be entitled to overtime benefits for such appearance.

The above provisions shall be deemed effective October 1, 1983 and, together with the provisions of Article 17, subsection 2.a.(4), of the 1983-1984 City/MPA labor contract, shall

constitute the full and only free parking benefits to which employees are entitled under such labor contract.

REPRESENTATIVES OF THE MILWAUKEE POLICE ASSOCIATION	**CITY OF MILWAUKEE NEGOTIATING TEAM**
Bill Krueger	James W. Geissner
William P. Ward	

See file for original signatures.

MOU_10-12-1983
Labr/MPA

November 16, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE ASSOCIATION, LOCAL # 21
I.U.P.A., AFL-CIO
AND
THE NEGOTATING TEAM FOR THE CITY OF MILWAUKEE

For purposes of interpretation and construction of the free parking provisions provided for in the 1983-1984 City/MPA labor contract (Article 17, subsection 2.a.(4)), an employee shall be covered by such provisions when subpoenaed to court on authorized Departmental business during a period the employee is suspended from duty with pay; such coverage shall be limited to the duration of the court appearance resulting from the subpoena and the employee shall not be entitled to overtime benefits for such appearance.

The above provisions shall be deemed effective October 1, 1983.

REPRESENTATIVES OF THE MILWAUKEE POLICE ASSOCIATION	**CITY OF MILWAUKEE NEGOTIATING TEAM**
Robert B. Kliesmet	Joe S. Ellis

See file for original signatures.

MOU_11-16-1983
Labr/MPA

December 15, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE ASSOCIATION, LOCAL #21
IUPA, AFL-CI
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties hereto agree that for purposes of interpretation and construction of the provisions of subsection 3.c. of the OVERTIME Article of the current City/MPA labor contract, in respect to administration of negative compensatory time off balances, the following shall apply from and after December 19, 1983:

1. Subject to the requirements governing usage of compensatory time off provided for in subsection 3.c.(2) of such OVERTIME Article, an employee may use compensatory time off so long as his/her compensatory time off balance (CTB) recorded on the most current Police Department Personnel Status Report is not less than zero (0) hours, notwithstanding the fact that such usage may result in the employee having a negative CTB on the next following status report.
2. An employee with a negative CTB recorded on the most current Police Department Personnel Status Report shall have an amount equal to the cash value of his/her negative CTB deducted from the paycheck he/she receives for the Pay Period next following the Pay Period of the status report recording such negative CTB. The cash value of an employee's negative CTB shall be computed on the basis of his/her hourly base pay rate in effect during the Pay Period in which such negative CTB occurs as this rate is established under the BASE SALARY Article of the City/MPA Labor Contract in effect at that time.
3. An employee may not use time off which he/she has earned, such as vacation and holiday time or compensatory time off earned following publication of a Police Department Personnel Status Report indicating a negative CTB for the employee,

to offset a negative CTB and thereby avoid the paycheck deduction provided for in subsection 2, above.

4. In disputes over an employee's negative CTB, the compensatory time off taken and earned that is indicated on his/her time card (in the case of compensatory time off earned other than for roll-call, the time off earned indicated on the employee's overtime Tab Card—Form PO-7) for the Pay Period of the Police Department Personnel Status Report on which the disputed negative CTB was recorded, shall decide the dispute.

The parties further agree that all other terms and conditions of such OVERTIME Article shall remain unchanged and in full force and effect.

Representatives of the Milwaukee Police Association	**City of Milwaukee Negotiating Team**
Bill Krueger	Joe S. Ellis
Gary J. Brazgel	

See file for original signatures.

MOU_12-15-1983
Labr/MPA

APPENDIX C

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE ASSOCIATION, Local #21
IUPA, AFL-CIO
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties hereto agree that whenever the Police Department Personnel Status Report for a pay period indicates a deficit in the time off entitlement of an employee because he/she has:

(1) Exceeded his/her annual HOLIDAY OFF entitlement; and/or

(2) Exceeded his/her annual VACATION entitlement; and/or

(3) Exceeded his/her INJURY PAY entitlement; and/or

(4) A negative SICK LEAVE BALANCE,

the Police Department Administration shall deduct unused time off in the employee's accounts indicated on such status report that are not in deficit by an amount of time off up to the time off that offsets, hour for hour, the employee's time off deficit unless the employee notifies the Police Department Administration prior to 3 p.m. on the Friday immediately following the date such status report is issued that he/she does not want the offset made; such notification shall be provided in accordance with Departmental procedures established for this purpose. If such notification is provided the offset will not be made and the deficit will be docked from the employee's paycheck for the pay period of the status report (the amount of such deficit to be computed on the basis of the employee's hourly base salary rate in effect during such pay period). If there is no unused time off in the employee's accounts indicated on such status report that are not in deficit, or if the amount of such unused time off is insufficient to offset the employee's time off deficit, the remaining deficit will be docked from the employee's paycheck on the same basis as is provided above when the notification requirements are met; and

The parties further agree that this Memorandum of Understanding and its terms and conditions shall not be applicable to negative compensatory time off overtime balances reflected

on the Police Department Personnel Status Report, such negative comp time balances shall be governed by the provisions of a Memorandum of Understanding between the parties dated December 15, 1983; and

The parties further agree that this memorandum of Understanding shall become effective upon its execution; and

The parties further agree that this Memorandum of Understanding shall be made a part of the 1985/1986 City/MPA labor contract as an appendix.

Representative of the Milwaukee Police Association	**Representatives of the City Milwaukee Negotiating Team**
Gary J. Brazgel	Joe S. Ellis
Thomas Repka	

See file for original signatures.

APPENDIX C
Labr/MPA

APPENDIX D

CITY
OF
MILWAUKEE

Fire and Police Commission

November 13, 1987

Bill Krueger, President
Milwaukee Police Association
1840 North Farwell Avenue, Suite 400
Milwaukee, WI 53202

Dear President Krueger:

This is a follow-up communication to my letter of September 24, 1987, concerning the City Labor Negotiator's authority to represent the Fire and Police Commission (FPC) in labor contract negotiations with the Milwaukee Police Association (MPA).

The FPC designates the City Labor Negotiator as its representative in collective bargaining matters. The FPC will abide by the terms of the labor agreement that the City Labor Negotiator negotiates with the MPA.

Sincerely,

James F. Blumenberg
Executive Director

JFB:rk

See file for original signature.

APPENDIX D
Labr/MPA

APPENDIX E

The following paragraphs from the Pension Benefits Article of the 1985-1986City/Association Agreement are included for informational purposes:

1. Employees who are entitled to service credit during calendar years 1979 through 1986, inclusive, under either the Employee's Retirement System of Milwaukee or Policemen's Annuity and Benefit Fund of Milwaukee pension plans, shall receive such service credit at the rate of 2.5% per annum of Final Average Salary for each such year or part thereof.
2. Whenever the ERS Act provides that a medical panel make a determination affecting an employee's eligibility for benefits thereunder, a panel shall be substituted therefore consisting of three (3) physicians, one physician to be designated by the Association, one physician to be designated by the Employe Benefits Administrator and the third physician to be selected by agreement of the other two physicians. The panel may refer a member it is examining to an outside physician for examination. Decisions made by the panel on matters which are properly before it shall be by majority action and shall not be subject to the Grievance and Arbitration Procedure provisions of this Agreement. All costs associated with the panel, including costs of outside physicians used by the panel in making its determinations, shall be provided for by funds appropriated for that purpose from the budget of the City Annuity and Pension Board.
3. Effective January 1, 1985, for employees in active service on or after that date and who are members of the Policemen's Survivorship Fund of the Employees' Retirement System of Milwaukee, an increase in the current $200/$400 monthly survivorship benefits to $300/$600 per month, under the same terms and conditions applicable to such current benefits. This increase is being granted because there is no added cost, but if the experience is adverse, the benefits are to be reduced so as not to increase cost. All other terms and conditions of survivorship benefits shall remain unchanged.

4. An employee who files an application for a duty disability retirement allowance with the ERS Board on or after August 1, 1985, shall not be eligible to continue to receive such allowance beyond the first of the month next following their 57th birthday; on and after the first of the month next following their 57th birthday, such an employee shall receive the service retirement allowance to which he/she would be entitled upon normal retirement at age 57 and he/she shall have the time spent receiving such duty disability retirement allowance included as creditable service for purposes of determining his/her service retirement allowance. The City will hold the Association harmless from claims and actions against the Association based upon this subsection and any ordinance or administrative action implementing this subsection, and the Association does hereby agree to tender the defense of any such claim to the City forthwith.
5. An employee appointed to the Police Officer position classification on or after August 1, 1985, shall not be entitled to receive a duty disability retirement allowance for any injury he/she may sustain while on duty prior to the start of field training during the period of time he/she is assigned to the Police Academy for recruit training, including any subsequent injury related to the injury sustained during recruit training. Such an employee shall instead be covered by State of Wisconsin Workers' Compensation Act benefits during such period and shall be subject to all provisions pertaining to such Act.
6. Effective January 1, 1985, for employees in active service on or after that date:
    a. Whenever the Annuity and Pension Board of the Employees' Retirement System of Milwaukee grants a disability retirement allowance to an employee under the provisions of Subsections 36.05(2) or 36.05(3) of the ERS Act, such allowance shall become effective on the date the employee filed an application for it with the Board.
    b. If an employee, who becomes eligible to receive an ordinary disability retirement allowance under the provisions of Section 36.05(2) of the ERS Act

on or after January 1, 1985, elects an optional benefit provided for under 36.05(7)(b) of the ERS Act, the option so elected shall become effective on the employee's effective date of ordinary disability retirement as determined under Section 36.05(2) of the ERS Act.

c. If an employee, who has attained the minimum service retirement age, elects an optional benefit provided for under Subsection 36.05(7)(b) of the ERS Act on or after January 1, 1985, the option so elected shall become effective on the employee's effective date of retirement determined under Subsection 36.05(1)(a) of the ERS Act.

7. An employee in active service on or after January 1, 1985, who is a member of the Employees' Retirement System of Milwaukee (ERS) and who has not attained the minimum normal retirement age and service requirements provided for in Sections 36.05(1)(b) or 36.05(1)(f) of the ERS Act shall be permitted to elect a protective survivorship option for his/her spouse under Section 36.05(7)(b)4 of the ERS Act to become effective upon his/her death provided the employee makes such election six months prior to the date upon which he/she first attained 25 years of creditable service as a "Policeman." Such election shall be irrevocable, but shall be automatically revoked in the event the surviving spouse pre-deceases the employee before retirement or the surviving spouse is legally divorced from the employee before retirement. If elected, the coverage under such option shall become effective on the date the employee would have first attained age 52. In the event the employee has not attained the aforesaid minimum normal retirement requirements, but has at least 25 years of creditable service as a "Policeman," then such employee shall have until six months following the execution date of this Agreement to elect such option; if elected, the coverage under such option shall become effective on the date of election. The increase in benefits provided herein shall not apply to a surviving spouse entitled to receive benefits under the provisions of Section 36.05(5) of the ERS Act. The term, "Policeman," shall be as defined under Section 36.02 of the ERS

Act. All other provisions of 36.05(7)(b)4 of the ERS Act shall remain unchanged in full force and effect.

8. Except for the contractual guarantees set forth in Chapter 441 of the Laws of 1947, Wisconsin Statutes, the provisions of Section 36.13(2) of the ERS Act shall not be applicable to employees appointed to City employment on or after August 1, 1985.

Implementation of the foregoing paragraphs was accomplished by amendments to the City Charter enacted prior to November 3, 1988. These amendments, together with the balance of pension benefits applicable to employes' covered by this Agreement under the 1985-1986 City/Association Agreement, are referenced in the introductory paragraph of the Pension Benefits Article of this Agreement.

APPENDIX F

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE ASSOCIATION
AND
THE CITY OF MILWAUKEE

An officer permanently separating from service has the option to:

1. Elect a lump sum cash distribution of all accumulated and unused compensatory time off at the highest of: (a) the officer's contractual rate of pay as of the date on which the compensatory time off was earned; (b) the officer's contractual rate of pay as of the date of separation; or (c) the officer's average compensation during the last three years of employment, and/or
2. Remain on the payroll for an equivalent period of compensatory time not to exceed 128 hours.

The payment shall be made within thirty-one (31) consecutive calendar days of separation. Nothing in this provision shall alter an employee's ability to return to active service for one final day at work immediately after all accrued and unused benefits have been exhausted. It is intended by the parties that the rate of pay will be adjusted retroactively by a successor contract. Sick leave benefits are excluded from this provision.

FOR THE CITY OF MILWAUKEE	**FOR THE MILWAUKEE POLICE ASSOCIATION**
_____	_____
Mr. Frank Forbes Labor Negotiator	Mr. Bradley DeBraska President

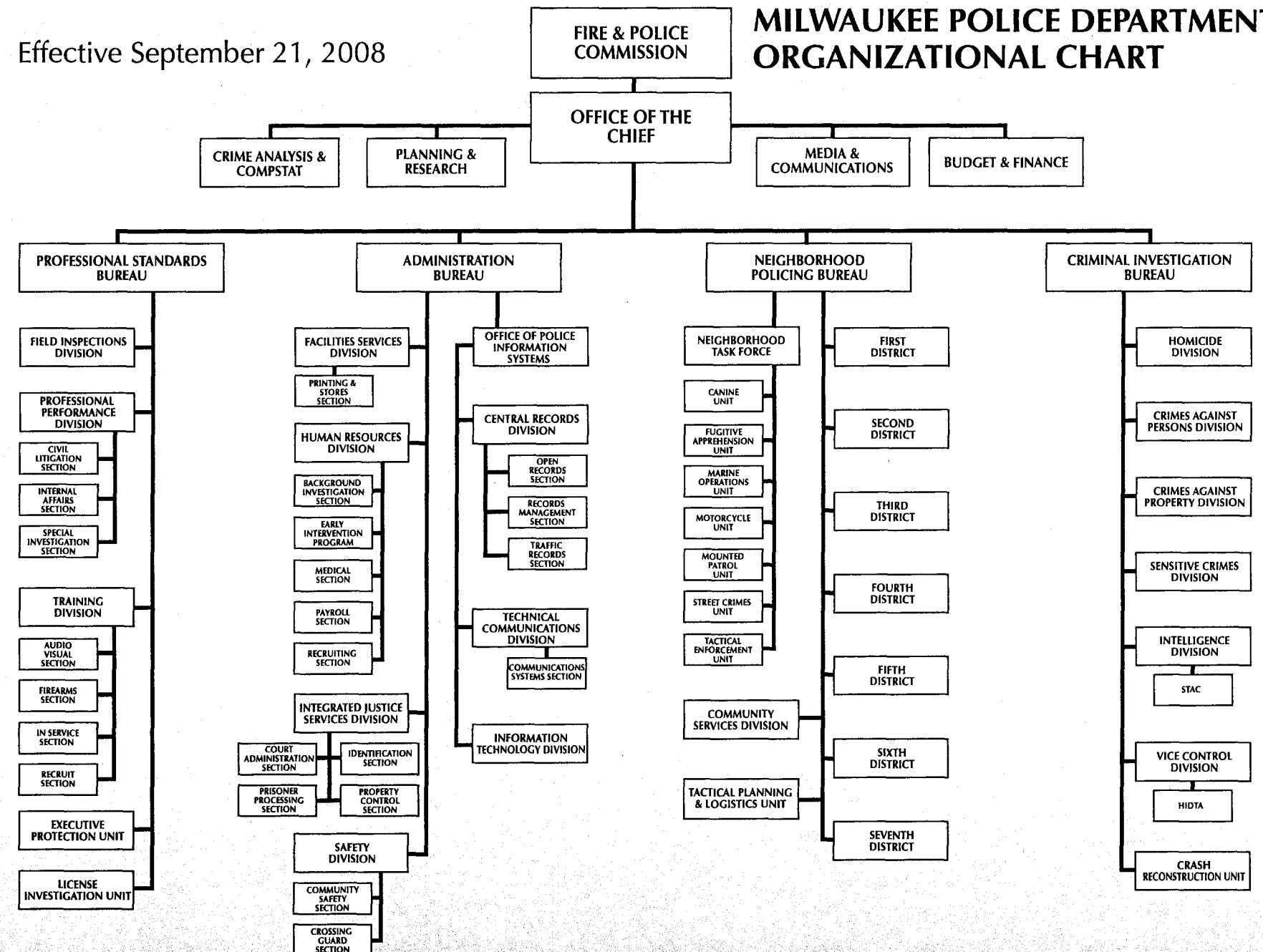
See file for original signatures.

96C000141:48052

Appendix F
Labr/MPA

MILWAUKEE POLICE DEPARTMENT ORGANIZATIONAL CHART

Effective September 21, 2008



For purposes of Article 15 Section 3.b.(3)(b) (providing that replacement workers shall work within the same "box" as shown on the "Milwaukee Police Department Organizational Chart") of the collective bargaining agreement between the City and the Milwaukee Police Association pertaining to the use of replacement employees for employees wishing to use compensatory time off, the following shall apply:

1. Employees assigned to the Community Services Division of the Patrol Bureau Special Programs Section, Youth Services Section and Crime Prevention Section may serve as replacements for any employee assigned to the Community Services Division.

2. Employees assigned to the "Weed and Seed" program may serve as replacements for any employee assigned to the Patrol Bureau, Third District, and vice versa.

3. Employees assigned to the Prisoner Processing Section may serve as replacements for employees assigned to the First District, and vice versa.

APPENDIX H

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE/MILWAUKEE POLICE DEPARTMENT
AND
THE MILWAUKEE POLICE ASSOCIATION,
LOCAL #21, IUPA, AFL-CIO

MILLER PARK

During the term of an Agreement for Security Services between the City of Milwaukee and representatives of the Milwaukee Brewers Baseball Club, the City of Milwaukee ("City") and the Milwaukee Police Association ("MPA") agree as follows:

1. The City agrees to compensate MPA members at time and one-half (1-1/2X) base salary rates in cash only for overtime worked at Miller Park.

2. MPA members may be scheduled for Miller Park Overtime Duty on regular off days, vacation off days, holiday off days, or off duty hours on regular duty days, not to exceed three (3) total occasions per pay period. It is also understood that members on off days will be selected for Miller Park Overtime Duty before members on regular duty days. Members who have scheduled seven (7) consecutive off days consisting of regular off days, holiday off days, and/or vacation days in a pay period may be scheduled for four (4) occasions at Miller Park.

3. The chief of Police, or his/her designee agrees to consider input from the MPA designee in developing a fair system for overtime at Miller Park.

4. This Memorandum of Understanding and the cash overtime requirement in point one (1) shall only apply to the Miller Park agreement.

Dated this _____day of _____,2005.

FOR THE CITY	**FOR THE MPA**
_____	_____
David A. Kwiatkowski Labor Negotiator	Bradley DeBraska President, MPA

See file for original signatures.

Miller Park
Labr/MPA

APPENDIX I

WELLNESS AND PREVENTION PROGRAM
AND
WELLNESS AND PREVENTION COMMITTEE

A Wellness and Prevention Program and a Wellness and Prevention Committee shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees and their family members. The Wellness and Prevention Program shall include an annual Health Risk Assessment (HRA) and may contain, but shall not be limited to, some or all of the following components: benefit communication, medical self-care, nurse line, consumer health education, injury prevention, advanced directives, preventive medical benefits, targeted at-risk intervention, high-risk intervention, disease management, condition management, wellness incentive or other components agreed upon by the City and the unions.

The City shall retain a consultant to assist in developing a plan for a comprehensive wellness and prevention program for the City and to assist in making program adjustments.

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The unions shall select the nine union representatives. The committee shall be structured to include two MPA members determined by the MPA.

Decisions of the committee shall be by consensus. Consensus shall be reached when ten committee members agree. The committee shall make no decisions that require employees to pay additional out-of-pocket costs unless they are ratified by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket monthly expense or provide some other type of benefit without ratification by the bargaining units. No decision made by the committee or failure to

make a decision shall be subject to any aspect of the various grievance procedures, complaint procedures, court action or any other type of dispute resolution mechanism.

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

All parties involved with the HRA shall abide by all laws governing the release of employee medical records.

Appendix I
Labr/MPA

APPENDIX J

Framework for a
Memorandum of Understanding
Between the City of Milwaukee
And the Milwaukee Police Association
Local #21 I.U.P.A., AFL-CIO

Re: Discretionary Days Off in Lieu of Discipline

Overview

The current disciplinary system within the Milwaukee Police Department frequently results in varying periods of unpaid suspension leave for employees. In essence employees are found guilty of violations of departmental rules and regulations and the Chief of Police Head makes a determination as to appropriate penalty. Upon Order of the Chief of Police, employees may be subjected to periods of unpaid suspension of one or more days in length. In such events the disciplined member is suspended for specific date(s) as determined by the Professional Performance Division, and said member suffers a financial loss for the unpaid date(s). It is recognized that financial losses are not typically borne by the offending member alone, but by his or her family as well. Additionally, members on paid suspension periods are absent from duty and therefore the Police Department suffers the loss of human resources. It is the intent of this agreement to provide for a suitable alternative to the current system, which will alleviate much of the financial loss to employees and their families, keep productive employees at their workplaces and still provide an effective means of discipline. This shall be accomplished by allowing Police Department members, under the below conditions, to substitute discretionary off time in place of suspension days.

Procedure

In those discipline cases wherein the Chief of Police orders the suspension of a member for a period of five days or less, the member subject to said discipline shall be served with the discipline order(s) consistent with current practices. In addition, the member shall also be served with a notice informing them of their option to substitute discretionary time in place of any or all suspension days. The notice shall advise the member that if he or she wishes to substitute discretionary time, he or she must notify the Personnel Division in writing within five calendar days. Upon proper notification, the Personnel Division shall process the member's request and subtract the appropriate discretionary time from the member's balance. Failure to properly notify the Personnel Division or Administrator within the five-day period shall automatically

result in the member forfeiting their ability to substitute discretionary time and the suspension shall proceed as ordered by the Chief.

Conditions of Agreement

- For applicable suspension as described above, the substitution of discretionary time shall be at the member's sole discretion, given that the member has the time available.
- Suspensions exceeding five days shall not be eligible for substitution.
- Only vacation days may be substituted. Substitutions shall be on a one-for-one basis, i.e. one vacation day replaces one suspension day.
- Compensatory time, sick time, etc., may not be utilized for substitution.
- Members may choose to substitute discretionary time for all or part of a suspension period. However, substitutions may only be made in full eight-hour blocks.
- Members may only substitute discretionary time that is available on the current Time Owed and Allowed reports. Members may not "borrow" future time.
- In the event that a member chooses not to substitute discretionary time, or does not have the time available to them on the current Time Owed and Allowed report, said member shall serve the suspension days as ordered by the Chief.
- A member's decision to substitute discretionary time shall have no bearing on their disciplinary record. All official Police Department disciplinary records, including the Personnel Order, shall continue to indicate that the member was suspended for the time period as ordered. Substituted suspension time shall continue to be a factor in matters such as progressive discipline, Sick Leave Incentive, promotional exams, etc.
- A member's decision to substitute discretionary time is neither an admission of guilt nor a waiver of grievance/appeal rights.
- In the event that a member chooses to substitute discretionary time and then is awarded a reduction of discipline through the grievance/appeal process, said member shall be credited with the awarded day(s), to the same account from which they were drawn. Time credited to the member's balance shall be governed by the rules in place for discretionary time applicable to the date the time is returned. For example: In January of 2005, a member is suspended for two days and substitutes two vacation days. The member grieves the discipline and in January of 2006, an arbitrator reduces the discipline to one day. The Police Department would then add eight hours to the member's vacation balance for year 2006 and subsequently the eight hours would have to be utilized by the end of that calendar year, unless the arbitrator/umpire directs otherwise.

- For purposes of this memorandum of understanding, the parties recognize the authority of the arbitrator/umpire to direct that the member be able to utilize any returned time during a period of one year immediately following the date of the award.
- The Chief of Police shall not in any way consider a member's discretionary off-time balance when deciding upon discipline.
- The procedure would be implemented on a trial basis for the term of the 2007-2009 Agreement and could be extended beyond that date by mutual agreement.

Dated this _____day of _____, 2007.

FOR THE CITY	**FOR THE MPA**
_____	_____
Troy M. Hamblin Labor Negotiator	John A. Balcerzak President, MPA

ADDENDUM TO

APPENDIX J

Framework for a
Memorandum of Understanding
Between the City of Milwaukee (the "City")
And the Milwaukee Police Association
Local #21 I.U.P.A., AFL-CIO (the "MPA")

Re: Effective Date for Discretionary Days Off in Lieu of Discipline

The MPA and the City agree to the following:

1. The effective date for the substitution of vacation days in lieu of suspension shall be October 21, 2007. No discretionary days shall be substituted for suspensions imposed prior to October 21, 2007.
2. As soon as administratively practicable the Milwaukee Police Department shall prepare and disseminate forms and notices in accordance with Appendix J of the 2007-2009 MPA-City Agreement. However, it is understood that a limited number of suspensions may have been imposed before the implementation of the required forms and notices. Employees who were served with suspension notices on and after October 21, 2007, but before such forms and notices were implemented, shall be provided notice of their right to substitute discretionary days off for suspension. Upon the serving of such notice, the time limits specified in Appendix J shall be observed by the City and the MPA.

Dated this _____day of _____, 2007.

FOR THE CITY	FOR THE MPA
_____	_____
Troy M. Hamblin	Thomas Fischer
Labor Negotiator	Vice-President, MPA

APPENDIX K

Memorandum Of Understanding (MOU)
Between
The City of Milwaukee (City)
And
Milwaukee Police Association (Union)

RE: Retroactive Payments for Underfilling Desk Sergeant beginning Pay Period 1, 2004 through Pay Period 26, 2006

1. This MOU contains the terms and conditions for payment of retroactive payments for employees in the classification of Police Officer who underfilled the position of Desk Sergeant at the direction of their commanding officers during the time period beginning pay Period 1, 2004 through the end of Pay Period 26, 2006. This period shall be deemed the Effective Period.

2. The effective date of this MOU shall be the first day of the first full pay period following execution of the 2007-2009 City-Union collective bargaining agreement. Except as provided hereunder, this MOU shall expire upon payment of all retroactive payments owed to employees for underfilling during the Effective Period. Payments made under this MOU shall be paid no later than sixty days from the execution date of the 2007-2009 City-Union collective bargaining agreement.

3. Notwithstanding the provisions of ARTICLE 12, SPECIAL DUTY AND TEMPORARY ASSIGNMENT PAY of the 2004-2006 City-Union collective bargaining agreement, each employee in the Police Officer job classification who underfilled the position of Desk Sergeant at the direction of his or her commanding officer during the Effective Period shall be paid an additional amount on the following basis for time spent underfilling as Desk Sergeant:

   The additional amount for each hour of time so spent shall be equivalent to the difference between the effective base salary hourly rate of step one of Pay Range 808 (Detective) and the Police Officer's base salary hourly rate at the time of the underfilling assignment. This amount shall be offset by any payment already made under ARTICLE 12, SPECIAL

DUTY AND TEMPORARY ASSIGNMENT PAY of the 2004-2006 collective bargaining agreement for underfilling during the Effective Period.

4. 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.

Dated this _____day of _____, 2007.

FOR THE CITY	**FOR THE MPA**
_____	_____
Troy M. Hamblin	John A. Balcerzak
Labor Negotiator	President, MPA

Appendix K
Labr/MPA