

working conditions. All other Safety Shoe Allowance Program provisions in the Safety Shoe Article shall remain in full force and effect. The City Forester and the Safety Director, or their designees, retain the authority to determine specifications of required safety shoes for covered employees.

29.9. In lieu of direct reimbursement to the employee, payment may be made to an authorized shoe van vendor, if authorized by the employee. This payment option to a shoe van vendor will be implemented if it is offered to all eligible City employees on a department-wide basis or, in the Department of Public Works on a division-wide basis.

29.10. Employees must comply with the requirement that safety shoes be worn.

ARTICLE 30

TUITION AND TEXTBOOK REIMBURSEMENT

30.1. 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.

30.2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of 30.1, above, and meets the criteria specified under 30.3 and 30.5, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$1,000 in calendar year 2003.

30.3. In order for the employee's courses of study to qualify for reimbursement under 30.2, above, the following criteria must be satisfied:

- a. All coursework and related homework must be done on the employee's own time, except that coursework approved to be on city time by both the employee's Department Head and Employee Relations Director may be on City time.

- b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position or to a reasonable promotional opportunity and be approved by a City-designated administrator.
- c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
- d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.
- e. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and all receipts for tuition and required textbooks within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.
- f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
 - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade point average required for a degree, diploma, or certificate; or
 - (2) 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.

30.4. Librarian Interns, Librarians I, II, III and IV, Library Services Assistants, Graphic Designers and Administrative Assistants in Processing in the Public Library; Systems Specialists I and II, Programmer Analysts, Project Assistants, Lead Computer Programmers, Operations Analysts and Micro Computer Analysts in the Department of Administration, Information Technology Management Division; Code Enforcement Inspectors, Code Compliance Inspectors, Building Inspector Enforcement Coordinators and Special Enforcement Inspectors, Building Construction Inspectors, Lead Building Construction Inspectors, Boiler Inspectors, Lead Boiler Inspectors, Electrical Inspectors, Building Construction Inspector Interns, Elevator Inspectors, Lead Elevator Inspectors, Sprinkler Construction Inspectors, Lead Sprinkler Construction Inspectors, Zoning Specialists, Zoning Inspectors, Plan Examiner Specialists and Electrical Plan Examiner Is in the Department of Neighborhood Services; Nutritionists, Public Health Educators, Dietetic Technicians, X-Ray Technicians, Environmental Health Specialists and Environmental Hygienists in the Health Department and Department of Neighborhood Services; employees in the Plants Section of Milwaukee Water Works; Urban Forestry Specialists, Urban Forestry Crew Leaders, Urban Forestry Technicians and Forestry Services Technical Coordinator in the Forestry Division of the Department of Public Works and Drafting Technicians, Engineering Drafting Technicians, Associate Planners, Senior Planners, Inspection Specialist, Property Records Drafting Technicians, Instrument Recorder Technicians, and Engineering Technicians may use up to \$100 per year of annual Tuition and Textbook Reimbursement to pay for membership in job-related professional organizations according to guidelines established by the Department of Employee Relations Department.

Effective calendar year 2001, Property Appraisers and Senior Property Appraisers

in the Assessor's Office may use up to \$120 per year of annual tuition and textbook reimbursement to pay for memberships in job-related professional organizations according to guidelines established by the Department of Employee Relations.

- 30.5. An employee must remain in service for a six-month period after the successful completion date of the approved course or the amount reimbursed will be deducted from the employee's final paycheck.
- 30.6. Payment of reimbursement described under 30.2, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Department of Employee Relations. If an employee does not meet criteria in Article 30.3., payment will be deducted from the employee's paycheck.
- 30.7. 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.
- 30.8. The Director of the Department of Employee Relations shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 31

SICK LEAVE

- 31.1. "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with HOURS OF WORK Article of this Agreement.

31.2.

- a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular or exempt appointment, but accumulations shall be retroactive to the time of regular or exempt appointment.
- b. Whenever an employee eligible for sick leave allowance leaves the service of one City Department or the Milwaukee School Board and accepts, (by certification of transfer), service in a position in another City Department or the Milwaukee School Board, obligations for any accumulated sick leave allowance shall be assumed by the new department. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.
- c. Whenever an employee eligible for sick leave allowance is laid off, any unused accumulated sick leave shall continue in effect if the employee is rehired by any City department within three years.
- d. Sick leave shall automatically terminate on the date of retirement of the employee.

31.3. A permanent full-time employee shall earn sick leave with pay at the rate of one and one-quarter (1.25) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. An employee who works an average of twenty (20) hours per week on a year-round basis shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service. An employee working less than full-time but more than twenty hours per week shall earn sick leave with pay on a pro-rata basis.

31.4. Sick leave allowance which accumulates up to 120 working days shall be credited to an employee's "normal sick leave account" from which sick leave shall be

granted with full pay. The maximum sick leave accrual for all employees is capped at 120 days.

- 31.5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.
- 31.6. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
- 31.7. An employee will not be subject to home visits or phone calls if the employee has not used sick leave for 26 consecutive pay periods beginning on or after the first day of Pay Period 1, 1995 so long as the employee is not subsequently issued a Sick Leave Control letter. If an employee is issued a Sick Leave Control letter, the employee will again be subject to home visits and phone calls until such time the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control letter.
- 31.8. It is the intention of the City to incorporate into this labor agreement the sick leave benefits which are provided to an employee and the terms and conditions under which they are administered. If there is a conflict between the terms of this Article and City Ordinance, City Service Commission Rule or Regulation pertaining to sick leave pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.
- 31.9. Sick Leave Control Incentive Program
 - a. The Sick Leave Control Incentive Program shall be in effect beginning Pay

Period 1, 2003, and ending Pay Period 26, 2003. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2003.

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 (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury.), 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 120 hours or in the case of an employee who was employed for an average of 20 hours per week on a year round basis, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 60 hours; and
- (4) The employee was represented by the Union for at least 560 hours in the trimester period or effective the next trimester following the execution

date of this Agreement in case of an employee who was employed for an average of 20 hours per week, the employee was represented by the Union for at least 280 hours in a trimester.

- d. Except as provided in subsection 31.9.e., below, in a trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Bureau/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Bureau/Department head):

(1) A special sick leave 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. Sick leave control 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 earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day

off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. Decisions by the employee's supervisor with respect to the availability of the date the employee has requested shall be final. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

- e. For an employee who is employed an average of 20 hours per week and who is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Bureau/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Bureau/Department head):

- (1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to four hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits

and/or compensation provided by the City. Sick leave control 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 four-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. Decisions by the employee's supervisor with respect to the availability of the date the employee has requested shall be final.

ARTICLE 32

VOLUNTARY POLITICAL CHECK-OFF

- 32.1 The City shall, during each pay period during the term of this Agreement, deduct from the biweekly earnings of employees in the bargaining unit, the employees' voluntary political contribution, and submit said deduction to the Union on a biweekly basis. The political check form shall be as provided by the Union and in compliance with Federal Election Commission requirements.

ARTICLE 33

DUTY INCURRED DISABILITY PAY

Effective as soon as administratively practicable after January 20, 1998, "Injury Pay" (Duty Incurred Disability Pay) shall be as stated in Sections 33.1 through 33.8, below. Prior to that date, benefits shall be as stated in Sections 33.1 through 33.8 of the 1995-1996 City/Union labor agreement.

- 33.1. An employee with regular Civil Service status, who sustains an injury while performing within the scope of his/her employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive up to 80% of his/her base salary, as "injury pay," in lieu of Worker's Compensation for the period of time he/she may be temporarily, totally or partially, disabled because of this injury, not to exceed a total of one calendar year. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such pay period shall not exceed the amount of net pay he/she would have received if he/she had not been on "injury pay" during such pay period. For purposes of this Article, net pay is defined as the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he/she is determined to be eligible for "injury pay". For an employee receiving less than eighty(80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such hours shall be 80% of his/her base salary.
- 33.2. An employee may not receive "injury pay" for more than one year (250 working days) during his/her employment regardless of the number of compensable injuries sustained. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the employee may not receive less than the minimum amount required by

the Worker's Compensation Act.

- 33.3. In providing "injury pay" in an amount as indicated in Sections 33.1 and 33.2, the employee agrees to allow the City to make the applicable payroll adjustment to his/her biweekly pay check and make no subsequent claim for this amount whatsoever. This deduction shall be administered so as not to reduce the employees' pension benefits. For purposes of interpretation of the provisions of this Article, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay period he/she is receiving "injury pay".
- 33.4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial, disability benefits under the Worker's Compensation Act, but such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored to the employee.
- 33.5. Questions involving eligibility for "injury pay" shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.
- 33.6. Notwithstanding 33.1 through 33.5, above, an employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to "Injury Pay"(Duty Incurred Disability Pay).
- 33.7. 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 this determination, the City will no longer require the applicable employee deduction from "injury pay" benefits provided for in Section 33.3.

- 33.8. 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. If because of a third party involvement in any duty-incurred injury, the City receives a portion of the monies that had been paid to employees as duty-incurred disability pay, the employees shall have a corresponding number of duty-incurred disability pay days restored to his/her account.

ARTICLE 34

VACATIONS

- 34.1. An employee shall earn vacation time in the following manner from his/her last anniversary date:
- a. One day per month, with a maximum of 10 days per calendar year for employees with less than 5 years' creditable service;
 - b. One and one-half days per month with a maximum of 15 days per calendar year for employees with at least 5 but less than 10 years of creditable service;
 - c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service;
 - d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15 years but less than 22 years of creditable service.
 - e. Three days per month with a maximum of 30 days per calendar year for employees with at least 22 years of creditable service.

- 34.2. Annual vacation time taken, except for separation from service as provided in 34.7 , shall be limited to the maximums noted above.
- 34.3. An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 34.1.
- 34.4. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27 whichever is appropriate.
- 34.5. An employee who works year-round may carry over up to five (5) days of vacation entitlement into the following year. This vacation carryover shall be subject to scheduling procedures as determined by the department head. Vacation entitlement which is carried over shall be utilized within the first three (3) months of the year, unless otherwise authorized by the department.
- 34.6. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment, but accumulations shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after six (6) months of service, be allowed vacation within the year of appointment if the convenience of the service would be promoted. 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 period shall be deducted upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
- 34.7. 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 payroll. 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. A discharged employee is not entitled to pay for accumulated vacation time.

- 34.8. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.
- 34.9. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.
- 34.10. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.
- 34.11. An employee scheduling a two-week vacation which by its term starts with a regular Monday work day shall be guaranteed that he/she will not be scheduled for regular or overtime work (a) on the Saturday or Sunday before the vacation starts; or (b) on the Saturday or Sunday succeeding the vacation period. It is understood that the provision of this vacation guarantee might necessitate some changes in vacation scheduling in the affected areas.

ARTICLE 35

HOLIDAYS

- 35.1. An employee in a classification covered by this Agreement will receive the following holidays with pay when the holiday is celebrated on the days Monday through Friday:
- a. New Year's Day (January 1)
 - b. Memorial Day (Last Monday in May)
 - c. Independence Day (July 4)
 - d. Labor Day (First Monday in September)
 - e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year.)
 - f. The day after Thanksgiving.
 - g. Christmas Day (December 25)
 - h. The last normal workday before Christmas Day
 - i. The last normal workday before New Year's Day
 - j. Good Friday
 - k. The third Monday of January to commemorate Dr. Martin Luther King's birthday.
- 35.2. Whenever Independence Day (July 4) falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 35.3. Whenever New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.
- 35.4. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.
- 35.5. The provisions of this Article shall not cover an employee who receives extra pay in lieu of holidays.
- 35.6. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.
- 35.7. An employee required to work on a recognized holiday who is eligible for overtime and holiday pay will be compensated at a rate of one and one-half hours in compensatory time off or in cash for each hour worked.
- 35.8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays,

the City will move to observe the law but the operation of the law shall not increase or diminish the number of holidays with pay granted annually.

ARTICLE 36

"09 DAYS"

- 36.1. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment, as of January 1, 1963, shall be entitled to five (5) work days off annually. These off days shall be earned at the rate of 5/10 days for each month worked but the total time earned shall not exceed five (5) work days.
- 36.2. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment, as of January 1, 1964, shall be entitled to four (4) work days off annually. These days off shall not apply to the employees in 36.1. These off days shall be earned at the rate of 4/10 days for each month worked but the total time earned shall not exceed four (4) days.
- 36.3. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment as of January 1, 1969, and thereafter shall be entitled to two (2) work days off annually. These days off shall not apply to the employees in 36.1 and 36.2. These off days shall be earned at the rate of 2/10 days for each month worked but the total time earned shall not exceed two days.
- 36.4. These off days may be scheduled and used in the same manner as vacation days with the approval of the department head.

ARTICLE 37

LEAVE OF ABSENCE FOR UNION BUSINESS

- 37.1. Subject to the terms and conditions hereinafter provided any employee in the Union bargaining unit shall be granted a leave of absence without pay for Union business for a period not to exceed 4 months (120 calendar days). Such leave shall not be

renewable without the mutual consent of the Union Director and the City Labor Negotiator.

- 37.2. No benefits shall accrue to the individual during the term of such unpaid leave of absence, except that such individual shall accrue seniority credited during the term of such unpaid leave of absence.
- 37.3. The Union, through their Director 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. An employee making application for return from leave absence shall notify the City Labor Negotiator in writing at least seven calendar days prior to the date of such return. Upon notification from the Union to the City of the employee's return to City employment, the City shall return the employee to the position they previously held, or if the position does not exist, to an equivalent position. For leaves of absences for a duration of three days or less, the Union, through their Director or his designee, shall notify the City Labor Negotiator in writing at least 7 work days prior to the effective commencement date of the leave.
- 37.4. Unpaid leaves under the provisions of this Article shall not be in effect for more than two City employees at any one time.
- 37.5. The City Labor Negotiator may withhold the granting of an unpaid leave to an employee whenever he/she determines that such employee's absence from his/her department will adversely affect the department's essential operations. In the event of such determination, the City Labor Negotiator, or his/her designee, will discuss the matter with the Union prior to the requested leave date.

ARTICLE 38

MILITARY LEAVE

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

- a. Subject to the terms and conditions provided under 38.1.b. through d., below, an employee shall be entitled to time off with pay when required to take 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) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.
 - (2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.
- 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 shall receive full City pay plus all military pay for duty covered under 38.1.b. In all other cases, the employee agrees to allow a payroll adjustment to their biweekly pay check, deducting an amount equal to their military pay for duty up to a maximum equal to

the City pay received under 38.1.b., and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.

- d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the 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 the employee's release from military duty.

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

- a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, 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 38.2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking 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 position or similar positions.
- c. The right to reinstatement provided in 38.2.b., 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) the employee's release from active duty from training after satisfactory service, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673(b), Title 10, United States Code, an employee not covered under 38.2.c. (1)(a), 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 the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

For purposes of interpretation and construction of the provisions of subsections (a) and (b) of this paragraph, 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 active duty is not covered by 38.2.c. (1) above, shall, upon satisfactory completion

of military service, make application for re-employment within 90 days after:

(i) the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty or one year after the 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 paragraph fails to meet the requirements provided in subsections (1) or (2) of this paragraph, 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 the individual to City employment.

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

38.4. An employee 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; but time off with pay shall be granted only for examinations conducted by a United States military agency.

38.5. The City shall have the authority to establish rules and procedures that it deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 39

TIME OFF FOR JURY DUTY

- 39.1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.
- 39.2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.
- 39.3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.
- 39.4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty or being under subpoena for shifts which occur Monday through Friday; if the employee performs jury duty or is under subpoena on Saturday or Sunday and is scheduled to work a second or third

shift assignment(s), the employee will be reassigned to the first shift.

ARTICLE 40

FUNERAL LEAVE

40.1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's grandparent.
- b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. Effective calendar year 2002, for purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances.

40.2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three work days with pay; these work days shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.

40.3. In the case of a death of the employee's grandparent or the employee's legal guardian, the employee may use one work day with pay to attend the funeral of that

grandparent or legal guardian.

- 40.4. The Employee Relations Director is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.
- 40.5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 41

PENSION BENEFITS

- 41.1. Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. Except for the following changes enumerated below, these pension benefits shall continue unchanged during the term of this Agreement: Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement between January 1, 2003 and December 31, 2003.

ARTICLE 42

HEALTH INSURANCE

- 42.1. 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 2001-2002 City/Union

Agreement, except for the following changes in these benefits:

- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- (2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders, shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension to such maximum of no more than 30 additional days during the calendar year may be allowable where such extension is medically justifiable. All other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall remain unchanged.
- (3) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility or a physician's office, that are provided under the "Hospital Surgical-Medical

Contract Base Coverage" part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged, except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased from 80% of one thousand (\$1,000) dollars of charges to 80% of two thousand dollars (\$2,000) of charges.

- (4) A Utilization Review Case Management Program shall cover all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program is 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 a 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.

- (5) In conjunction with and for the length of the UR/CM program, the City will incorporate changes in plan design that facilitate cost reductions through the use of alternative medical care facilities or medical procedures as prescribed by an employee's physician and approved by UR/CM. These alternatives will be paid for at 100%. Any second surgical opinion required by UR/CM will be paid for at 100%.
- (6) A medical "hot-line," as established by the City shall remain in effect. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area. Employee use of the "hot-line" program shall not be mandatory.
- (7) Transplant Benefits
 - (a) Medically necessary human to human heart transplants shall be covered

benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review program set forth in subsection 42.1.a.(2) of this Article, above.

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

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

(9) Effective January 1, 2002, the Major Medical lifetime maximum shall be increased from \$250,000 to \$500,000.

b. Health Maintenance Organization (HMO) Plans

An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. The 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.

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

d. Prepaid Dental Plans (PDP)

An employee 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. The benefits of the PDP Plan selected shall be as established by the provider of that PDP Plan.

e. Cost Containment Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 42.1.a. through 42.1.d.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) Implementation of any of the above cost containment provisions is subject to review and approval of the Joint Labor Management Health Care Cost Containment Committee.

42.2. Eligibility for Benefits

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

- b. An employee shall not be eligible for health insurance benefits provided under section 42.1., above, during the time period he/she is initially employed on a provisional, temporary or emergency appointment basis, employed in a student aide type position or in a part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week) position. An employee in the City Laborer (Seasonal) position shall not be eligible for dental insurance.
- c. An employee in active service shall be entitled to Dental Plan benefits provided under 42.1.c. or 42.1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to participate in the Dental Plan.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in 42.1.a. or 42.1.b., for the term of this Agreement.
- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in 42.1.a. or 42.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.
- f. Commencing January 1, 1996, an employee in active service who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement having attained age 55 with 30 years of creditable service shall between the ages of

55 and 65 be entitled to the benefits provided in subsection 42.1.a. and 42.1.b. during the term of this Agreement, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., 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 to which the deceased retiree would have obtained age 65.

- g. Effective January 1, 2002, registered domestic partners of eligible City employees, if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances, shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.

42.3. Cost of Coverage - Basic Plan or HMO Plan Only

- a. Employees In Active Service

- (1) For Calendar Year 2003

- (a) For Employees Enrolled in the Basic Plan

- (i) For January 1, 2003 through December 31, 2003.

Except as provided in subsection 42.3.a.(3), below, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$50.00 per month for single enrollment when such employee's enrollment status is single and \$100.00 per month for family enrollment when such employee's enrollment status is family. 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.

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

(i) Single Enrollment Status

Except as provided in subsection 42.3.a.(3), below, the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of single enrollment in the HMO offered by the City pursuant to subsection 42.1.b., above, having the lowest single enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

(ii) Family Enrollment Status

Except as provided in subsection 42.3.a.(3), below, the City will contribute an amount towards meeting the subscriber cost for family enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 42.1.b., above, having the lowest family enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

(2) The maximum City contributions provided above shall be determined by the

employee's effective enrollment status; when the enrollment status is 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.

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

- (i) An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under 42.3.a.(1)(a), above; or
- (ii) An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under 42.3.a.(1)(b), above; or
- (iii) An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under 42.3.a.(1)(b) or, above.

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

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 2003, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 42.3.a. of this Article, above.

c. Employees Who Retire Between January 1, 2003, and December 31, 2003.

(1) For eligible employees under subsection 42.2.e. who retire between January 1, 2003, and December 31, 2003, the City shall contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65. If the per capita subscriber cost for enrollment in the plan 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) Commencing January 1, 1996, the City will contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan for employees eligible under subsection 42.2.f. of this Article above, between the ages of 55 and 65 who retire from active service on a normal service retirement allowance between January 1, 2003 and December 31, 2003. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.

(3) After December 31, 2003, the term "Basic Plan" as used in this subsection, shall mean the health insurance coverage provided under the Basic Plan provision in the Agreement between the City and the Union as in effect from time to time.

(4) Surviving Spouse

The provisions of subsection 42.3.c.(1) or 42.3.c.(2) shall be applicable to a

surviving spouse eligible for retiree health insurance benefits under subsection 42.2e. or 42.2.f. of this Article.

42.4. Cost of Coverage -- Dental Plan

a. Calendar Year 2003

In calendar year 2003, the City shall 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 elected. For limited benefit employees, the City shall contribute an amount up to \$6.50 per month for single enrollment and an amount up to \$18.75 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the dental plan elected exceeds the maximum City contribution provided, employees shall have the amount of such excess cost deducted from their paycheck on a monthly basis.

42.5. 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 subsections 42.1.a. or 42.1.b., above, the coverage shall be limited to one family plan.
- b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 42.1.a. or 42.1.b. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.
- d. For an employee who retires after January 1, 1991, if more than one City retiree is

a member of the same family, as the term, "family," is defined in the provisions of the Plans defined in subsections 42.1.a. or 42.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

42.6. Employees on Leave of Absence

a. An employee who exhausts his/her paid sick leave and is on an unpaid medical leave during the term of this Agreement may maintain his/her single or family plan benefits for six months as if he/she were actively employed and for an additional six months by paying the full premium for his/her plan.

b. An employee who is on an authorized leave of absence may elect to be covered by the benefits in 42.1.a. or 42.1.b. as follows:

An employee on an unpaid educational leave or any leave other than a medical leave as listed above may maintain his/her single or family plan benefits by paying the full premium for his/her selected plan for up to twelve months.

42.7. 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 42.1.a. provided that:

a. If the City elects to change carriers, then the City agrees that the benefits provided by the new carrier shall not be different from the benefits provided by the present carrier as set forth in 42.1.a. and 42.1.c.

b. During the calendar year of conversion, the employee share of the per capita subscriber cost, under the replacement carrier for either single or family enrollment (whichever enrollment is applicable to the employee) for the benefits to which the employee is entitled to under the provisions of this paragraph, shall not exceed the employee share under the carrier that provided such benefits immediately before conversion.

c. Prior to changing carriers, the City agrees to give the Union written notice that it

intends to change carriers and to provide the Union with a copy of the new proposed carrier contract. Within 60 calendar days following the date of such notice, the Union shall raise all objections it has specifically related to different benefits as provided for in 42.7.a. and submit them in writing to the City. Within 10 calendar days following the City's receipt of the Union's written objections, the parties shall convene and conclude a 5 Step Hearing, to resolve these objections. At the conclusion of the 5 Step Hearing, the Union shall have the right to proceed to expedited arbitration in the matter of any unresolved objections as hereinafter provided:

- (1) The Union must notify the City in writing of its intent to proceed to expedited arbitration within 10 calendar days following the conclusion of aforesaid 5 Step Hearing; failure to do so shall constitute a settlement of the matter in favor of the City.
- (2) Only matters involving 42.7.a. of this paragraph, shall be processed under this expedited arbitration proceeding; the provisions of this agreement entitled, Grievance Procedure and Arbitration Procedure, shall not apply to any matter involving aforesaid 42.7.a..
- (3) Within five calendar days of the date the Union indicates their intent to proceed to expedited arbitration, the parties shall meet and attempt to select an arbitrator to hear the matter. In the event the parties cannot agree, the Union shall, within 10 calendar days of the date the Union indicated its intent to proceed to arbitration, submit a request to the WERC for a panel of arbitrators. Such request to the WERC shall indicate that the parties want the panel to be comprised of arbitrators familiar with health and/or dental insurance benefits and each member of the panel shall agree that if he/she is selected, he/she shall submit an award in writing to the parties no later than

30 calendar days following the date of his/her selection. The parties shall, within five calendar days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.

- (4) The arbitrator shall be limited solely to making a determination of whether or not the proposed new carrier contract is different from the present carrier contract.
- (5) The decision of the arbitrator shall be issued to the parties no later than 30 calendar days following the selection of the arbitrator.
- (6) The decision of the arbitrator shall specify the nature of the provisions contained with the proposed carrier contract that are different from the present carrier contract. Effective with the date of the arbitrator's decision, the City shall have the option of modifying the proposed contract to meet the arbitrator's decision or alternately to maintain the present carrier contract.

42.8. An employee hired on or after January 1, 1982, shall have a 270-day waiting period for a pre-existing condition for the benefits provided in subsection 42.1.a..

ARTICLE 43

LIFE INSURANCE

43.1. Amount of Life Insurance Coverage

- a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary to the next higher thousand dollars of earnings.
- b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next

open enrollment (as determined by the City) for supplemental life insurance, at his/her option in increments of \$1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.

- c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16-2/3% on his/her Seventieth (70th) birthday.
- d. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3 on his/her 65th birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

43.2. Adjustment of Coverage

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

hundred and sixty-five (365).

43.3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided under 43.3.b. through 43.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 43.1., above, upon completion of 180 consecutive (consecutive means without a break of more than five consecutive days) calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City. Effective the next month following the execution date of this Agreement, half-time employees who are employed at least 20 hours per week for 365 consecutive calendar days shall become eligible for Life Insurance on a prorata basis.
- 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 prior to the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage provided under 43.1., above, the first of the month following his/her eligibility date.
- 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.

43.4. Cost of Life Insurance Coverage

Except for half-time employees eligible for the life insurance coverage described under section 43.1, above, eligible employees who elect such coverage, shall pay the following amount to the City for calendar year 2003: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$30,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. Half-time employees eligible for the life insurance coverage described under section 43.1, above, who elect such coverage, shall pay the following amount to the City for the calendar year 2003: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$18,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly pay checks. The City shall make all other necessary payments for the life insurance coverage described under 43.1, above.

43.5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under 43.1., above.
- b. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
- c. The terms and conditions for receipt of the life insurance benefits provided

hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

43.6. Right of City to Change Carrier

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

ARTICLE 44

CONTRACT ADMINISTRATION

- 44.1. The Union may designate up to two employees represented by the Union, one of whom shall be the President of Local #33, to perform contract administrator duties on an as needed basis. The Union shall provide the City Labor Negotiator with written notice indicating the names of the two employees it has designated to perform contract administrator duties. If the Union wants to replace such employee, it shall provide the City Labor Negotiator with written notice, not less than 30 calendar days prior to the effective replacement date, indicating the name of the replacement employee and the employee to be replaced, along with the effective date of such replacement.
- 44.2. Such designated employees shall remain in their employing Departments, retain their job titles continue to be subject to the rules of their departments and, when not performing contract administrator duties, perform assigned duties as determined by their Department Heads. Such designated employees shall be paid at rates consistent with Pay Range 934 (Local 33 President) or 936. They shall be entitled to paid time off during their regularly scheduled hours of work to perform contract administrator duties, subject to the following terms and conditions:
- a. Contract administrator duties shall be defined as follows: to assist in conferences

with other employees and supervisors, to participate in meetings called by management or otherwise authorized under this Agreement, to assist in resolving problems pertaining to matters of the interpretation, application and enforcement of this Agreement, and to assist the parties in maintaining a harmonious relationship during the term of this Agreement.

- b. Such paid time off shall be limited to representing Union members, if requested, attending grievance meetings, attending authorized meetings of City Boards, Commissions and Committees, attending conferences to assist the Union with other employees and supervisors, attending meetings authorized by the City Labor Negotiator and to processing of contract administration paperwork and related phone calls at the Union office.
 - c. The designated employees shall submit a report of their activities to their Department head as requested.
 - d. Designated employees shall under no circumstances be eligible for any salary payments for any work performed:
 - (1) Beyond eight hours in any one day.
 - (2) Beyond forty hours in any one week.
 - (3) On a holiday.
 - (4) On a off-day.
 - (5) On a vacation day.
- 44.3. The base salary and benefits provided to the designated employees shall continue to be under the administration of their Department Heads. The scheduling of the vacation, holiday and "09" day benefits shall be controlled by their Department Heads. The hours of work shall be under the administration and control of their Department Heads.
- 44.4. A designated employee who is replaced by the Union under 44.1 shall have super

seniority under Article 18.2 of this Agreement and shall be able to exercise those rights upon the effective date of his/her replacement.

ARTICLE 45

MUTUAL OBLIGATIONS

- 45.1. The Union covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all the provisions of this Agreement. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.
- 45.2. The City covenants, agrees, and represents to the Union that City is duly authorized and empowered to covenant for and on behalf of City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement.
- 45.3. It is intended by the parties that the provisions of this Agreement shall be in harmony with the duties, obligations, and responsibilities which by law are delegated to the Common Council, and these provisions shall be applied in such a manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to the Common Council.

ARTICLE 46

MISCELLANEOUS

- 46.1. The City agrees that the department will notify the Union, at the time requests to fill bargaining unit vacancies are filed with the Board of Estimates, of the job(s) involved in each such request.
- 46.2. The City is in accord with the principle that supervisors should not, as a regular

procedure, do work which has normally been assigned only to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the City's operations require some degree of flexibility in that regard in order to meet emergencies, permit experimentation and equipment testing, provide for the training of employees, permit appropriate use to be made of all skills and abilities, and to meet operational needs. If such dispute goes to arbitration, the standards for determining compliance or non-compliance with this paragraph shall be whether the City has acted without proper regard for the principles stated in this paragraph. Enforcement of this paragraph shall be in accordance with Grievance Procedure and Arbitration Procedure Articles of this Agreement.

- 46.3. The Union agrees to cooperate with City-sponsored, federally-funded programs.
- 46.4. If the City, during the term of this Agreement, transfers an institution, department or a function to another unit of government, the City shall take reasonable steps to persuade the successor agency to retain affected employees under terms and conditions as nearly as practicable the equivalent of those established under this Agreement.
- 46.5. The City agrees to refer the question of transportation of bargaining unit employees in the Bureau of Traffic Engineering and Electrical Services and in the Bureau of Forestry to a study committee composed of four (4) persons, two persons appointed by the Union and two persons approved by the City Labor Negotiator to consider any problem which the Union brings to the attention of the committee.
- 46.6. Milwaukee Public Library employees shall be allowed seven (7) "deduct days" when the employee's sick leave balance is 0 hours.
- 46.7. A \$2.70 per day travel allowance shall be authorized for the following employees:
 - a. employees assigned to a neighborhood library who are required by the Milwaukee Public Library management to attend in-service training sessions and regular

monthly meeting at the Central Library and who use their personal automobiles or take the bus for that purpose.

b. employees in the Heating and Ventilating Mechanic and Custodial Worker job classification who are regularly assigned to the Central Library and who are required to use their personal automobiles to travel from the Central Library to the Neighborhood libraries for emergency repair work or daily functions or project work.

c. employees of the Milwaukee Public Library, with the exception of Custodial Workers assigned to neighborhood libraries, who after reporting to their regularly assigned work station are reassigned for that day to another location and who use their personal automobiles or take the bus for that purpose.

46.8. The lunch period for the Meter Shop personnel of the Water Department shall be thirty (30) minutes.

46.9. The City will supply Union with an up-to-date seniority list of employees. It will further supply Union on a monthly basis with a list of additions to or eliminations from said list or changes in classification.

46.10. The City agrees to grant 3rd shift premium to Broom Operators, employees who operate the Roll Off who start at 4:00 A.M. and Garage Custodians who start at 4:00 A.M. or 4:30 A.M.

46.11. In the Forestry Division, the City will change starting time as follows: November 1, to the 1st Monday in March 7:30 A.M.; remainder of year 7:00 A.M.

46.12. Control Clerks, Computer Operators I and II, Buyer Assistants I and II, and Statistical Clerks shall be included in the Clerical Merit Increment Promotional Program.

46.13. The Field Operations Section in the Infrastructure Division shall provide the Union with an updated list of Certified Asphalt Rakers and Asphalt Workers prior to the

commencement of each paving season.

- 46.14. Subject to proper authorization by the City, employees shall be allowed to obtain photo-gray safety glasses. Any additional cost for photo-gray lenses shall be paid for by the employee. Employees who operate vehicles shall not be permitted to wear photo-gray safety glasses while entering or departing from any building or other enclosed area where daylight is absent or limited. Such employees shall be expected to wear other forms of eye wear under such circumstances and may be expected to carry substitute non-photo-gray, untinted glasses (if needed) on their persons for use at such times.
- 46.15. Milwaukee Public Library employees shall be allowed to use four (4) hours of "Release Time" in accordance with departmental guidelines.
- 46.16. Milwaukee Public Library Maintenance Division employees shall be allowed to work two (2) one-half days for a scheduled Saturday.
- 46.17. Environmental Health Specialists I and II, Environmental Hygienists and Clinic Assistants in the Health Department shall be eligible for Educational Days in accordance with departmental guidelines. The City shall reimburse Clinic Assistants up to \$30 for the cost of an institute attended on an approved Education Day. Cost of meals and transportation and all other matters associated with the institute will be assumed by the employee. If an educational day for Sanitarians I or II, Environmental Health Specialists II, or Environmental Hygienists is canceled by the Department, the City shall reimburse the employee for the prepaid cost of the institute provided the prepayment cannot be refunded.
- 46.18. Employees in the Heating and Ventilating Mechanic II job classification in the Buildings and Fleet Division shall receive tools provided by the City, the specific items of which shall be determined by the Buildings and Fleet Director.

- 46.19. The City's Bus Discount Fare Program is extended to employees represented by AFSCME. The Program shall be as established and administered by the Department of Employee Relations.
- 46.20. An employee who is assigned to the Sewer Trouble Investigation Crew in the Field Operations Section of the Infrastructure Division to work on an "on-call" basis for a weekend shift and who is not called to work during that weekend shift (weekend shift is defined as the time period from 11 p.m. Friday to 7 a.m. Monday), shall be guaranteed a minimum of three (3) hours compensation at one and one-half times.

ARTICLE 47

POLICE DEPARTMENT MAINTENANCE SERVICES SECTION

- 47.1. The parties agree that the employees which the Union was certified to represent in the Maintenance Services Section of the Police Department shall be covered by all provisions of the general contract except for the following items which shall supersede the general contract.
- 47.2. All provisions of the general contract which are in conflict with the authority of the Chief of Police and/or the Fire and Police Commission by virtue of state statutes or charter ordinances shall not be applicable.
- 47.3. Grievance Procedure
- a. Only differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Chief of Police affecting wages, hours, or conditions of employment, that are not inconsistent with Section 62.50, Wisconsin Statutes, shall constitute a grievance under the provisions set forth below.
 - b. 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.

- c. 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 4 of the Grievance Procedure and be reviewed by the Chief of Police.
- d. The paragraphs of this Agreement entitled: MANAGEMENT RIGHTS AND SUBORDINATE TO CHARTER, ETC. are intended to recognize the rights of the City and the Chief of Police under Section 62.50, Wisconsin Statutes, and their responsibilities to the public. These paragraphs do not grant to the Union or its members any rights that may provide the basis for a grievance under the provisions of this GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE.
- e. 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 Union or employee 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 PROCEDURE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in the GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE.

47.4. Steps in Grievance Procedure

a. Step 1:

The aggrieved member shall reduce the grievance to writing on a provided numbered form and shall present such written grievance to the immediate supervisor within twenty (20) days of the occurrence of the incident leading to the

grievance. Thereafter, the grievant, the Union representative and the immediate supervisor shall meet and discuss the grievance in a friendly manner and shall make every effort to resolve the grievance. Following said meeting, the immediate supervisor shall answer the grievance in writing, setting forth the reasons for the decision and submit same to the Union representative and the aggrieved within five (5) days after the meeting.

b. Step 2:

If the written answer of the immediate supervisor does not result in a resolution of the grievance, the employee or the Union representative may appeal the grievance by presenting the written grievance and answer of the immediate supervisor, or copies thereof, to the Building Maintenance Manager assigned to the Police Department's Maintenance Services Section, within ten (10) days of the receipt of the answer to the grievance by the immediate supervisor. Failure to appeal said decision within said period of time shall constitute a settlement of the grievance. The Building Maintenance Manager shall set a hearing on the grievance at a date and time mutually agreed upon, during which hearing the grievant and the Union representative shall be afforded the opportunity to present their positions. Following the hearing, the Building Maintenance Manager shall answer the grievance in writing, setting forth the reasons for the decision with respect to the grievance and submit copies thereof to the grievant and to the Union representative within fifteen (15) days after the meeting.

c. Step 3:

If the grievance is not resolved in step 2 above, the employee or Union representative may, within twenty (20) days of the receipt of the decision of the Building Maintenance Manager, appeal said decision to a panel of not more than three, designated by the Chief of Police. Failure to appeal said decision within said

period of time shall constitute a settlement of the grievance. Said appeal shall be in writing and shall be submitted to the Personnel Division and therein a request shall be made for a meeting with said panel to consider the decision of the Building Maintenance Manager. The panel and the grievant and the Union Representative shall meet at a mutually agreeable time. The grievant shall be entitled to be represented at such appeal meeting and shall have the right to be represented by the Union representative, and the parties shall discuss the Building Maintenance Manager's decision in good faith and attempt to resolve the matter. Within ten (10) days after the meeting said panel shall, in writing, advise the Union representative and the grievant of its determination with respect to the grievance, setting forth the reasons for its decision.

d. Step 4:

If the grievance is not resolved in step 3 above, the Union representative may, within twenty (20) days of receipt of the answer from the Chief's panel, appeal the grievance to the Chief. Failure to appeal said answer within this prescribed period of time shall constitute a settlement of the grievance. Such appeal shall be in writing and therein a request should be made for a meeting between the Chief of Police, the grievant and the Union Representative. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within fifteen (15) days after the meeting, the Chief shall, in writing, advise the Union representative as to the Chief's decision with respect to the grievance. If a Union grievance is not settled at the fourth step, the Union may proceed to final and binding arbitration as hereinafter provided.

47.5. Grievance Arbitration

- a. Final and binding arbitration may be initiated by the Union serving upon the City

Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration within thirty (30) days of receipt of the fourth step answer. Said notice shall identify the grievance and the employees involved.

- b. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may, in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- c. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his 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 Chief of Police, the Chief of Police or his representative shall be permitted to participate in the proceeding and to state the Chief of Police's position on the dispute.
- d. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement or of the rules and regulations in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- e. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or submit observations or declarations of opinion which are directly essential in reaching the determination.

- f. In reviewing any difference over application of a departmental rule or regulation under this grievance and arbitration procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Chief of Police under Section 62.50, Wisconsin Statutes. The arbitrator shall not impair the ability of the Chief of Police to operate the department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, nor shall he impair the authority of the Chief of Police to maintain, establish and modify rules and regulations for the operation of the Police Department, provided such rules and regulations are not in violation of the specific provisions of this Agreement. In addition, the arbitrator shall not prohibit the Chief of Police from executing departmental rules and regulations in a fair and equitable manner.
- g. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- h. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing, subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- i. In matters of departmental discipline involving application of the rules or regulations of the Chief of Police, the arbitrator shall determine whether or not the discipline was for cause.
- j. It is contemplated by the provisions of this Agreement that any arbitration award

shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

- k. The arbitrator shall submit, in writing, his award to:
 - 1. The Labor Negotiator of the City of Milwaukee;
 - 2. Attorneys of Record;
 - 3. Milwaukee District Council 48, AFSCME, AFL-CIO.

47.6. Sick Leave

- a. Eligibility for sick leave usage by eligible employees of the City of Milwaukee employed in the Police Department shall begin as soon after regular appointment as any sick leave credit has been earned.
- b. Employees reporting an absence due to sickness shall be governed by the rules and regulations of the Police Department.
- c. Administration of this paragraph shall be in accordance with Section 4-37 of the Milwaukee Code of Ordinances. The Police Department will control and administer the sick leave benefits.
- d. Effective upon the implementation of the Long Term Disability Program, the maximum sick leave accrual for all employees is capped at 120 days.

47.7. Bulletin Boards

The City will furnish for the Union one bulletin board at an agreed upon location. All provisions contained in Article 11 in the general contract relative to bulletin boards shall be applicable to this paragraph.

47.8. Probationary Periods

The present probationary period of 6 months for employees covered by the provisions of this Article shall be maintained.

47.9. a. Additional Pay for Custodial Worker II-City Laborer

The incumbent of one position of Custodial Worker II - City Laborer in the Maintenance Services Section of the Police Department shall receive \$5.00 biweekly additional while assigned to the operation of the floor scrubbing machine.

- b. Employees in the Custodial Worker II-City Laborer classification in the Maintenance Services Section of the Police Department shall receive a premium of \$10 biweekly while assigned to and performing work on the wax crew.

47.10. Additional Pay for Heating and Ventilating Mechanics II and Building Maintenance Mechanics

Heating and Ventilating Mechanics II and Building Maintenance Mechanics in the Police Department who are assigned supervisory responsibilities for a full shift shall receive an additional one dollar (\$1.00) per hour.

- 47.11. The City will provide Building Maintenance Mechanics, Heating and Ventilating Mechanics, Garage Attendants or Custodial Workers an additional dollar (\$1) per hour for each hour an employee works overtime plowing, shoveling snow or salting.

- 47.12. Vehicle Service Assistants in the Police Department who are assigned supervisory responsibilities for a full shift shall receive an additional fifty cents (\$0.50) per hour.

- 47.13. Existing Departmental requirements that all of an employee's vacation benefits for a calendar year must be used by the end of that calendar year shall remain the same except as follows:

- a. 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, both the

employee's private physician and a Police Physician have authorized use of this vacation. Injured employees not using vacation scheduled during the period of their leave, either because they did not make a request for it or because the request was not approved by a Police Physician, 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 next 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 supervisor and in no way affect the

scheduling of other employees' vacations.

- b. 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.
- c. An employee who works year-round may carry over up to five (5) days of vacation entitlement into the following year. This vacation carryover shall be subject to scheduling procedures as determined by the Chief of Police. Vacation entitlement which is carried over shall be utilized within the first three (3) months of the year, unless otherwise authorized by the Chief of Police.

47.14. Parking Provision

In lieu of the practice of permitting Maintenance Services Personnel to park on any City property in or near the Police Administration Building Garage, the following shall apply:

- 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 Union with a list of City-approved parking facilities and will notify the Union 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 (e.g., 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 eighty-five dollars (\$85) monthly Regular Parking Allowance benefit for the month covered by the permit; provided however, if the monthly parking permit purchase price is less than eighty-five dollars (\$85), the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit.

- b. Special Parking Allowance Benefit

In order to receive a Special Parking Allowance benefit for a calendar month,

two or more eligible employees forming a carpool in accordance with the provisions of paragraph 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 (e.g., 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 \$80 per month;
- (2) Three or more-person carpool -- A total of \$105 per month.

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 Union recognizes that there are a limited number of parking spaces available at City approved parking facilities; accordingly, monthly parking permits for these spaces will be sold to eligible employees (either individually, or collectively, as one permit for a carpool) on a first-come, first-served basis, subject to their availability. During a calendar month when no monthly parking permit at any City-approved parking facility(ies) is(are) available because the vendor(s) has(have) determined that no space is available, the City will honor monthly parking permit receipts from parking facilities not on the City-approved list that are within the geographic area bounded by West Wisconsin Avenue on the south, North 12th Street on the west, West Juneau Avenue on the north and the Milwaukee River on the east. The employee (or each individual employee comprising a carpool) shall endorse the receipt by indicating his/her signature and payroll number on the monthly parking permit receipt and shall submit the endorsed parking permit receipt to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (e.g., 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. 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.

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. 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.
7. 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.
8. 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 \$15 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed \$85.
 - b. Three-or-more-person carpool - An amount of reimbursement up to \$35 which, in aggregate with the carpool benefits received by the employees'

carpool, shall not exceed \$105.

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 48

LONG TERM DISABILITY PROGRAM

- 48.1. The City will offer a Long-Term Disability ("LTD") Benefit Program.
- 48.2. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. LTD benefits will begin only after all other temporary disability benefits, such as accumulated sick leave, have been exhausted.
- 48.3. During a qualifying period of disability, the LTD benefit program will provide no less than 60% of monthly base earnings (excluding bonuses and overtime) as income replacement, up to a maximum of \$5,000.00 per month, reduced by all available temporary disability benefits such as sick leave benefits; amounts available from any other city, state or federal programs which may be paid on account of the same disability; and any income earned by the employee during the period of disability.
- 48.4. Benefits payable under the LTD benefit program shall be established by an LTD benefit administrator selected by the City. The LTD benefit administrator shall provide a procedure for an employee to dispute claims and claim decisions. No dispute arising under the LTD benefit program shall be subject to the grievance and

arbitration procedures set forth in this Agreement, except an allegation that the City has failed to pay required payments to the LTD benefit administrator.

- 48.5. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

ARTICLE 49

AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 50

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

- 50.1. A Joint City-Union Early Intervention Program shall be established in accordance with the June 23, 1994 agreement between the City and the Union.

ARTICLE 51

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

- 51.1. For purposes of construction and interpretation of the various provisions, this Agreement shall have been considered to have been executed on the date the successor labor agreement is approved by the Common Council.

ARTICLE 52

SAVINGS CLAUSE

- 52.1. If any article or section of this Agreement or any addendums should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 53

ENTIRE AGREEMENT

- 53.1. The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

The parties acknowledge that the City is responsible for implementing the benefits contained in this Agreement. The City may within its discretion implement these benefit provisions by ordinance, resolution or the establishment of administrative procedure. Any such ordinance, resolution or administrative procedure shall not be deemed to be a part of this Agreement.

Dated at Milwaukee, Wisconsin, this 11th day of November, 2004.

All copies of this instrument being executed will have the same force and effect as though each were an original.

MILWAUKEE DISTRICT COUNCIL #48
AFSCME, AFL-CIO

A Municipal Corporation and its
Appropriate Affiliated Locals

BY:


Richard Abelson, Executive Director

CITY OF MILWAUKEE

BY:

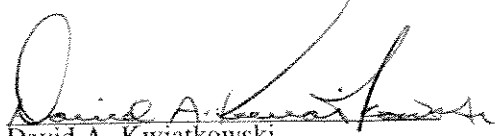

Maria Monteagudo
Director of Employee Relations



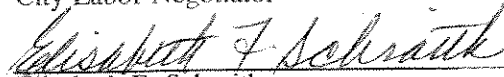
John English, Staff Representative



William Mollenhauer, Staff Representative

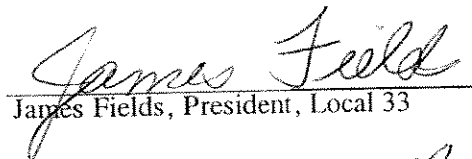


David A. Kwiatkowski
City Labor Negotiator



Elisabeth F. Schraith
Staff Representative

FOR THE UNION:



James Fields, President, Local 33



William Averill, President, Local 40



Paul Brady, President, Local 47



Randy Pucek, President, Local 381



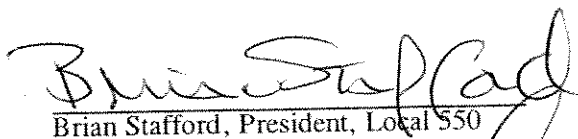
Ken Wischer, President, Local 423



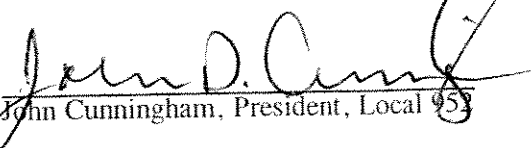
Paula Dorsey, President, Local 426



Gwen Sindel, President, Local 428



Brian Stafford, President, Local 550

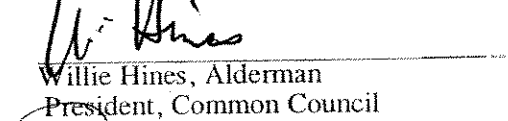


John Cunningham, President, Local 953

FOR THE CITY:



Thomas Barrett, Mayor



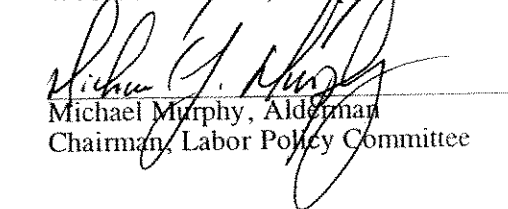
Willie Hines, Alderman
President, Common Council



Ronald D. Leonhardt, City Clerk



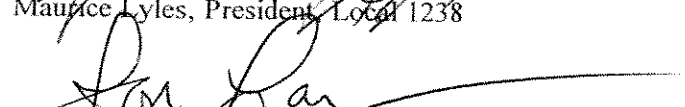
W. Martin Morics, Comptroller



Michael Murphy, Alderman
Chairman, Labor Policy Committee


Susan Blaustein, President, Local 1091


Maurice Lyles, President, Local 1238


Jon Lang, President, Local 2854


Dan Panowitz, Negotiating Team Member


Bill DiGiorgio, Negotiating Team Member

APPENDIX "A"

2003 RATES OF PAY

Effective Pay Period 1, 2003 (December 22, 2002), the biweekly rates of pay are as follows:

Pay Range 200

Official Rate-Biweekly

941.81	1,008.69	1,049.58	1,068.74	1,089.30
1,109.93	1,130.53	1,166.30		

Pay Range 205

Official Rate-Biweekly

1,015.99	1,085.73	1,130.53	1,154.09	1,177.65
1,201.14	1,240.14			

Pay Range 210

Official Rate-Biweekly

1,080.46	1,154.09	1,177.65	1,201.14	1,227.92	1,264.37
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Pay Range 215

Official Rate-Biweekly

1,180.03	1,203.53	1,230.29	1,254.53	1,294.07
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Pay Range 220

Official Rate-Biweekly

1,191.76	1,216.92	1,242.42	1,268.20	1,308.47
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Pay Range 225

Official Rate-Biweekly

1,203.53	1,230.29	1,254.53	1,281.87	1,322.88
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Pay Range 230

Official Rate-Biweekly

1,213.11	1,237.35	1,264.63	1,293.42	1,335.95
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Pay Range 235

Official Rate-Biweekly

1,240.53	1,266.72	1,295.51	1,325.85	1,369.92
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		Pay Range 238			
Official Rate-Biweekly					
1,254.60	1,281.34	1,310.16	1,340.69	1,385.84	
		Pay Range 240			
Official Rate-Biweekly					
1,268.68	1,295.98	1,324.81	1,355.52	1,401.79	
		Pay Range 245			
Official Rate-Biweekly					
1,299.08	1,327.83	1,358.16	1,390.02	1,436.19	
		Pay Range 247			
Official Rate-Biweekly					
1,357.70	1,388.06	1,420.19	1,455.45	1,505.39	
		Pay Range 248			
Official Rate-Biweekly					
1,314.56	1,344.89	1,377.05	1,412.32	1,462.22	
		Pay Range 249			
Official Rate-Biweekly					
1,317.28	1,348.69	1,382.14	1,419.64	1,472.59	
		Pay Range 250			
Official Rate-Biweekly					
1,330.11	1,361.96	1,395.98	1,434.64	1,488.25	
		Pay Range 252			
Official Rate-Biweekly					
1,348.88	1,380.09	1,414.07	1,452.77	1,506.32	
		Pay Range 254			
Official Rate-Biweekly					
1,314.60	1,396.59	1,430.51	1,469.20	1,522.83	
		Pay Range 255			
Official Rate-Biweekly					
1,364.68	1,396.59	1,430.51	1,469.20	1,522.83	

		Pay Range 258			
Official Rate-Biweekly					
1,375.89	1,408.84	1,445.09	1,485.49	1,560.15	
		Pay Range 260			
Official Rate-Biweekly					
1,387.07	1,421.06	1,459.71	1,501.86	1,560.53	
		Pay Range 262			
Official Rate-Biweekly					
1,403.91	1,437.74	1,480.90	1,525.22	1,580.56	
		Pay Range 265			
Official Rate-Biweekly					
1,429.41	1,468.06	1,509.44	1,552.59	1,611.25	
		Pay Range 268			
Official Rate-Biweekly					
1,438.14	1,480.33	1,525.02	1,573.53	1,638.37	
		Pay Range 270			
Official Rate-Biweekly					
1,466.21	1,508.46	1,553.10	1,601.62	1,666.47	
		Pay Range 272			
Official Rate-Biweekly					
1,018.52	1,063.12	1,118.88			
		Pay Range 274			
Official Rate-Biweekly					
1,161.91	1,239.98				
		Pay Range 275			
Official Rate-Biweekly					
1,466.21	1,508.46	1,553.10	1,601.62	1,698.10	
		Pay Range 276			
Official Rate-Biweekly					
1,293.62	1,371.69				

		Pay Range 278						
Official Rate-Biweekly								
1,460.35	1,520.37							
		Pay Range 280						
Official Rate-Biweekly								
1,611.71								
		Pay Range 281						
Official Rate-Biweekly								
1,545.54	1,596.15	1,650.70	1,706.31	1,768.42				
		Pay Range 282						
Official Rate-Biweekly								
1,564.25	1,614.82	1,669.37	1,724.97	1,794.57				
		Pay Range 285						
Official Rate-Biweekly								
1,572.71	1,624.02	1,679.62	1,736.21	1,806.67				
		Pay Range 287						
Official Rate-Biweekly								
1,539.37	1,595.52	1,656.03	1,719.67	1,777.24	1,866.69			
		Pay Range 291						
Official Rate-Biweekly								
1,579.21	1,655.66	1,735.87	1,819.93	1,908.08				
2,000.46	2,065.48							
		Pay Range 300						
Official Rate-Biweekly								
963.40	980.21	1,021.09	1,040.26	1,060.86				
1,081.50	1,102.01	1,137.84						
		Pay Range 305						
Official Rate-Biweekly								
998.39	1,018.07	1,060.86	1,081.50	1,102.01				
1,125.61	1,161.36							

Pay Range 309						
Official Rate-Biweekly						
987.57	1,057.25	1,102.01	1,125.61	1,149.12		
1,172.66	1,211.63					
Pay Range 310						
Official Rate-Biweekly						
1,037.58	1,057.25	1,102.01	1,125.61	1,149.12		
1,172.66	1,211.63					
Pay Range 314						
Official Rate-Biweekly						
1,051.99	1,125.61	1,149.12	1,172.66	1,199.45	1,235.94	
Pay Range 324						
Official Rate-Biweekly						
1,099.05	1,172.66	1,199.45	1,223.72	1,263.27		
Pay Range 325						
Official Rate-Biweekly						
1,149.12	1,172.66	1,199.45	1,223.72	1,263.27		
Pay Range 329						
Official Rate-Biweekly						
1,122.63	1,199.45	1,223.72	1,251.06	1,292.05		
Pay Range 330						
Official Rate-Biweekly						
1,172.66	1,199.45	1,223.72	1,251.06	1,292.05		
Pay Range 335						
Official Rate-Biweekly						
1,199.45	1,223.72	1,251.06	1,279.85	1,322.30		
Pay Range 338						
Official Rate-Biweekly						
1,211.63	1,235.94	1,263.27	1,292.05	1,335.95		

Pay Range 340				
Official Rate-Biweekly				
1,223.72	1,251.06	1,279.85	1,310.11	1,354.18
Pay Range 345				
Official Rate-Biweekly				
1,251.06	1,279.85	1,310.11	1,341.98	1,388.23
Pay Range 347				
Official Rate-Biweekly				
1,298.51	1,322.30	1,346.13	1,369.92	1,401.79
Pay Range 350				
Official Rate-Biweekly				
1,279.85	1,310.11	1,341.99	1,376.03	1,426.87
Pay Range 355				
Official Rate-Biweekly				
1,310.11	1,341.99	1,376.03	1,414.65	1,468.27
Pay Range 360				
Official Rate-Biweekly				
1,341.99	1,376.03	1,414.65	1,456.06	1,511.41
Pay Range 400				
Official Rate-Biweekly				
850.65	916.15	953.78	971.47	990.53
1,011.18	1,031.77	1,064.56		
Pay Range 404				
Official Rate-Biweekly				
897.88	963.40	1,003.45	1,021.09	1,040.26
1,060.86	1,081.50	1,114.22		
Pay Range 405				
Official Rate-Biweekly				
947.98	963.40	1,003.45	1,021.09	1,040.26
1,060.86	1,081.50	1,114.22		

Pay Range 406					
Official Rate-Biweekly					
914.38	981.22	1,022.04	1,040.06	1,059.57	
1,080.59	1,101.66	1,134.79	1,162.00		
Pay Range 410					
Official Rate-Biweekly					
987.53	1,009.99	1,052.33	1,075.92	1,099.49	
1,123.00	1,162.00				
Pay Range 415					
Official Rate-Biweekly					
1,037.58	1,057.25	1,102.01	1,125.61	1,149.12	
1,172.66	1,211.63				
Pay Range 424					
Official Rate-Biweekly					
1,037.58	1,057.25	1,102.01	1,125.61	1,149.12	
1,174.02	1,201.32	1,242.33			
Pay Range 425					
Official Rate-Biweekly					
1,123.00	1,149.80	1,174.02	1,201.32	1,242.33	
Pay Range 430					
Official Rate-Biweekly					
1,149.12	1,172.66	1,199.45	1,223.72	1,263.27	
Pay Range 435					
Official Rate-Biweekly					
1,172.66	1,199.45	1,223.72	1,251.06	1,292.05	
Pay Range 437					
Official Rate-Biweekly					
1,141.42	1,166.35	1,194.74	1,220.54	1,249.54	
1,280.08	1,312.18				
Pay Range 440					
Official Rate-Biweekly					
1,199.45	1,223.72	1,251.06	1,279.85	1,322.30	

Pay Range 445

Official Rate-Biweekly

1,223.72	1,251.06	1,279.85	1,310.11	1,354.18
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Pay Range 450

Official Rate-Biweekly

1,194.74	1,220.54	1,249.54	1,280.08	1,312.18
1,345.98	1,382.10			

Pay Range 455

Official Rate-Biweekly

1,279.85	1,310.11	1,341.99	1,376.03	1,426.87
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Pay Range 460

Official Rate-Biweekly

1,310.11	1,341.99	1,376.03	1,414.65	1,468.27
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Pay Range 475

Official Rate-Biweekly

1,345.98	1,382.10	1,423.10	1,467.00	1,512.78
1,561.95	1,615.63			

Pay Range 500

Official Rate-Biweekly

1,172.66	1,199.45	1,223.72	1,251.06	1,292.05
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Pay Range 503

Official Rate-Biweekly

1,102.01	1,125.61	1,149.12	1,172.66	1,199.45
1,233.62	1,267.82	1,316.16		

Pay Range 504

Official Rate-Biweekly

1,172.66	1,206.91	1,242.17	1,278.44	1,315.77	1,354.18
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Pay Range 505

Official Rate-Biweekly					
1,223.72	1,251.06	1,279.85	1,310.11	1,354.18	

Pay Range 508

Official Rate-Biweekly					
1,186.66	1,226.53	1,267.82	1,310.59	1,367.08	

Pay Range 510

Official Rate-Biweekly					
1,251.06	1,279.85	1,310.11	1,341.99	1,388.23	

Pay Range 515

Official Rate-Biweekly					
1,200.95	1,310.11	1,376.03	1,414.65	1,468.27	

Pay Range 516

Official Rate-Biweekly						
1,279.85	1,310.11	1,341.99	1,376.03	1,414.65	1,453.69	

Pay Range 520

Official Rate-Biweekly					
1,310.11	1,341.99	1,376.03	1,414.65	1,468.27	

Pay Range 522

Official Rate-Biweekly					
1,313.31	1,351.06	1,393.97	1,439.98	1,487.78	

Pay Range 525

Official Rate-Biweekly					
1,341.99	1,376.03	1,414.65	1,456.06	1,511.41	

Pay Range 526

Official Rate-Biweekly					
1,313.31	1,385.29	1,477.61	1,522.27	1,570.81	

Pay Range 528

Official Rate-Biweekly					
1,324.84	1,408.95	1,447.57	1,489.01	1,544.30	

Pay Range 529

Official Rate-Biweekly		
869.35	928.39	

Pay Range 530

Official Rate-Biweekly				
1,376.03	1,414.65	1,456.06	1,499.21	1,557.75

Pay Range 532

Official Rate-Biweekly					
1,310.59	1,354.88	1,400.76	1,448.28	1,497.53	1,560.71

Pay Range 534

Official Rate-Biweekly				
1,364.59	1,456.06	1,499.21	1,545.54	1,608.36

Pay Range 535

Official Rate-Biweekly				
1,414.65	1,456.06	1,499.21	1,545.54	1,608.36

Pay Range 536

Official Rate-Biweekly		
1,364.61	1,432.84	1,504.54

Pay Range 540

Official Rate-Biweekly				
1,456.06	1,499.21	1,545.54	1,596.15	1,662.92

Pay Range 541

Official Rate-Biweekly				
1,456.06	1,499.21	1,545.54	1,596.15	1,726.66

Pay Range 542					
Official Rate-Biweekly					
1,522.27	1,570.81	1,633.70	1,686.16	1,726.66	
Pay Range 545					
Official Rate- Biweekly					
1,499.21	1,545.54	1,596.15	1,650.70	1,718.53	
Pay Range 546					
Official Rate-Biweekly					
1,499.21	1,558.39	1,620.00	1,684.19	1,751.07	1,832.90
Pay Range 547					
Official Rate-Biweekly					
1,539.37	1,595.52	1,656.03	1,719.67	1,777.24	1,866.69
Pay Range 549					
Official Rate-Biweekly					
1,706.31	1,824.19	1,888.95	1,945.60	2,003.98	
Pay Range 550					
Official Rate-Biweekly					
1,545.54	1,596.15	1,650.70	1,706.31	1,768.42	
Pay Range 553					
Official Rate-Biweekly					
1,545.54	1,596.15	1,650.70	1,706.31	1,836.42	
Pay Range 555					
Official Rate-Biweekly					
1,596.15	1,650.70	1,706.31	1,756.20	1,822.49	
Pay Range 556					
Official Rate-Biweekly					
1,596.15	1,650.70	1,706.31	1,756.20	1,879.79	1,946.21

Pay Range 557						
Official Rate-Biweekly						
1,631.98	1,687.33	1,737.36	1,791.44	1,857.64		
Pay Range 558						
Official Rate-Biweekly						
1,545.54	1,596.15	1,650.70	1,706.31	1,789.84		
1,838.13	1,898.60					
Pay Range 559						
Official Rate-Biweekly						
1,778.47	1,829.87	1,882.74	1,937.15	1,993.13	2,050.74	
Pay Range 560						
Official Rate-Biweekly						
1,706.31	1,756.20	1,810.28	1,864.40	1,948.14		
Pay Range 565						
Official Rate-Biweekly						
1,756.20	1,810.28	1,864.40	1,935.92	2,019.68		
Pay Range 572						
Official Rate-Biweekly						
1,596.15	1,650.70	1,706.31	1,756.20	1,857.23		
Pay Range 576						
Official Rate-Biweekly						
1,810.28	1,864.40	1,935.92	2,007.49	2,142.12		
Pay Range 587						
Official Rate-Biweekly						
1,888.19	1,970.58	2,056.49	2,146.16	2,251.97		
Pay Range 588						
Official Rate-Biweekly						
1,579.71	1,658.34	1,725.41	1,793.65	1,865.35	1,940.51	
		*		*		
2,017.99	2,098.95	2,182.22	2,270.10	2,360.30	2,455.14	

Pay Range 589

Official Rate-Biweekly					
1,945.60	2,003.98	2,064.09	2,126.01	2,189.79	

Pay Range 591

Official Rate-Biweekly					
2,056.30	2,135.65	2,230.34	2,316.38	2,405.75	2,498.56

Pay Range 592

Official Rate-Biweekly					
1,327.07	1,372.35	1,420.48	1,470.94	1,523.42	1,592.41

Pay Range 593

Official Rate-Biweekly					
1,470.94	1,523.42	1,580.20	1,640.55	1,703.23	1,780.63

Pay Range 594

Official Rate-Biweekly					
1,523.42	1,580.20	1,640.55	1,703.23	1,768.44	1,848.46

Pay Range 595

Official Rate-Biweekly					
1,580.20	1,640.55	1,703.23	1,768.44	1,836.26	1,918.95

Pay Range 596

Official Rate-Biweekly					
1,640.55	1,703.23	1,768.44	1,836.26	1,906.75	1,992.30

Pay Range 598

Official Rate-Biweekly					
1,836.26	1,906.75	1,980.10	2,056.30	2,135.65	2,230.34

Pay Range 599

Official Rate-Biweekly					
2,007.49	2,089.60	2,169.81	2,227.16	2,358.07	
2,484.34	2,583.71				

Pay Range 600						
Official Rate-Biweekly	1,070.77	1,152.00	1,180.22	1,212.11	1,292.93	
Pay Range 602						
Official Rate-Biweekly	1,245.66	1,281.04	1,318.19	1,357.81	1,402.87	1,525.84
Pay Range 604						
Official Rate-Biweekly	1,453.95	1,514.13	1,576.99	1,642.53	1,710.95	
	*	*	*			
	1,782.39	1,856.87	1,946.90			
Pay Range 606						
Official Rate-Biweekly	1,710.95	1,782.39	1,856.87	1,934.68	2,015.83	
	*	*				
	2,100.55	2,201.17				
Pay Range 607						
Official Rate-Biweekly	2,145.44	2,239.77	2,337.37	2,439.27	2,557.84	
Pay Range 750						
Official Rate Biweekly	1,016.08	1,226.99	1,254.03	1,284.54	1,331.64	
	1,377.11	1,427.57	1,480.64	1,535.44	1,595.87	
Pay Range 934						
Official Rate-Biweekly	1,785.35					
Pay Range 936						
Official Rate-Biweekly	1,911.04					
Pay Range 940						
Official Rate-Hourly	15.91	16.49	17.47			

Official Rate-Biweekly
1,375.07 1,421.04 1,479.19

Pay Range 951

Official Rate-Hourly
19.20

Pay Range 954

Official Rate-Biweekly
1,511.02

Pay Range 955

APPENDIX "B"

Automobile Allowance

Monthly Miles Driven	Monthly Base Amount	Additional Cents Per Mile ^{1/}
0-134	\$29.00	0
135-200	29.00	46.5
201-300	59.69	42.4
301-400	102.09	35.5
401-500	137.59	33.0
501-600	170.59	32.5
601-700	201.59	32.5
701-800	232.59	32.5
801-900	263.59	32.5
901-1,000	294.59	32.5
1,001-1,100	325.59	32.5
1,101-1,200	356.59	32.5
1,201-1,300	387.59	32.5
1,301-1,400	418.59	32.5
1,401-1,400 & over	449.59	32.5

^{1/}These additional cents per mile are only paid for the miles driven in the particular range. For example, if employees drive 350 miles in a month, they receive the 35.5 per mile for only miles 301 through 350.

APPENDIX C

Office Support Job Classifications Eligible for the Office Support Continuing Education Incentive Program.

TITLE

Accounting Assistant I
Accounting Assistant II
Accounting Assistant III
Account Clerk II*
Administrative Assistant I
Administrative Assistant II
Clerk III*
Clerk II (Field)*
Clerk III (Field)*
Clerk Stenographer II*
Clerk Stenographer III*
Communications Assistant I
Communications Assistant II
Communications Assistant III
Communications Assistant IV
Communications Assistant V
Computer Assistant I
Computer Assistant II
Copy Cataloging Technician I
Copy Cataloging Technician II
Court Services Assistant I
Court Services Assistant II
Court Services Assistant III
Court Services Assistant IV
Customer Service Representative I
Customer Service Representative II
Customer Service Representative III
Data Entry Operator I
Data Entry Operator II
Data Entry Operator III
Electrical Parts Clerk I**
Electrical Parts Clerk II**
Infrastructure Stores Clerk I**
Infrastructure Stores Clerk II**

TITLE

Infrastructure Stores Clerk III**
Infrastructure Stores Clerk IV**
Inventory Control Assistant I
Inventory Control Assistant II
Inventory Control Assistant III
Inventory Control Assistant IV
Key Entry Operator III*
Lead Teller-Water
Library Technician II
Library Technician III
Microcomputer Services Assistant
Mobile Services Clerk*
Office Assistant I
Office Assistant II
Office Assistant III
Office Assistant IV
Office Coordinator
Personnel Payroll Assistant I
Personnel Payroll Assistant II
Personnel Payroll Assistant III
Program Assistant I
Purchasing Assistant I
Purchasing Assistant II
Purchasing Assistant III
Service Center Coordinator
Stores Clerk I**
Stores Clerk II**
Stores Clerk III**
Teller Water-II
Vehicle Parts Clerk**
Water Materials Clerk II**
Water Materials Clerk III**

* Obsolete titles that remain in the Salary Ordinance for employees occupying positions that were downgraded in the City-wide office support study. Those employees will retain their present payroll title and pay range for as long as they remain in their current positions.

**Titles (mostly DPW) retained until further study is completed.

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
"09 DAYS"	96
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT	144
AMERICANS WITH DISABILITIES ACT (ADA)	144
APPENDIX "A"	148
APPENDIX "B"	163
APPENDIX C	164
ARBITRATION PROCEDURE	16
AUTOMOBILE ALLOWANCE	65
BASE SALARY	31
BULLETIN BOARDS	7
CALL-IN PAY	39
CLOTHING ALLOWANCE	67
CONTRACT ADMINISTRATION	122
DISCIPLINE	13
DUES & FAIR SHARE DEDUCTIONS	8
DURATION OF AGREEMENT AND TIMETABLE	2
DUTY INCURRED DISABILITY PAY	90
ENTIRE AGREEMENT	145
FUNERAL LEAVE	103
GRIEVANCE PROCEDURE	14
HEALTH INSURANCE	104
HOLIDAYS	95
HOURS OF WORK	32
JOINT CITY-UNION EARLY INTERVENTION PROGRAM	144
JOINT LABOR-MANAGEMENT COMMITTEES	9
LEAVE OF ABSENCE FOR UNION BUSINESS	96
LIFE INSURANCE	118
LIMITATIONS UPON UNION ACTIVITY	7
LONG TERM DISABILITY PROGRAM	143
MANAGEMENT RIGHTS	3
MILITARY LEAVE	97
MISCELLANEOUS	124
MUTUAL OBLIGATIONS	124
NEGOTIATIONS	2
NON-DISCRIMINATION	6
NOTICES	3
ORDINANCE AND RESOLUTION REFERENCE	3
OVERTIME	33
OWED TIME	40
PENSION BENEFITS	104
POLICE DEPARTMENT MAINTENANCE SERVICES SECTION	128
PREAMBLE	1
PROHIBITION OF STRIKES AND LOCKOUTS	11
RECOGNITION	5
SAFETY SHOE ALLOWANCE PROGRAM	77
SAVINGS CLAUSE	145
SENIORITY FOR LAYOFF PURPOSES	19
SHIFT AND WEEKEND DIFFERENTIAL	38
SICK LEAVE	83
SIGNATURES	145
SPECIAL PAY PRACTICES	43
SUBORDINATE TO CHARTER	2
TERMINAL LEAVE	65
TIME OFF FOR JURY DUTY	102
TUITION AND TEXTBOOK REIMBURSEMENT	80
UNION NEGOTIATING COMMITTEE	6
VACATIONS	92
VOLUNTARY POLITICAL CHECK-OFF	89