

AGREEMENT

Between

THE CITY OF MILWAUKEE

And

MILWAUKEE DISTRICT COUNCIL 48

AFSCME, AFL-CIO

Effective January 1, 2003 thru December 31, 2003

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PREAMBLE

THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City" and MILWAUKEE DISTRICT COUNCIL 48, AFSCME, AFL-CIO, and its appropriate affiliated Locals 33, 40, 47, 381, 423, 426, 428, 550, 952, 1091, 1238, 2754, and any other local of City employees in the certified bargaining unit, chartered by the AFSCME, AFL-CIO, as representative of employees who are employed by the City of Milwaukee, shall be treated as one party and hereinafter referred to as "Union".

The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment.

The parties do hereby acknowledge that this agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.

This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with that legislative authority which is delegated to the Common Council of the City of Milwaukee, the statutes, and insofar as applicable, the rules and regulations relating to or promulgated by the City Service Commission, and uniformity of compensation provided for under the Municipal Budget Law, namely, Chapter 65 of the Wisconsin Statutes.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City Government which is now expressly provided for respectively by: state statutes; charter ordinances; and ordinances of the City of Milwaukee except as expressly limited herein.

It is intended by the parties hereto that the employer-employee relationship which exists

now and has heretofore existed by and between the City and the members of the Union, who are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

- 1.1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2003, and ending at 12:01 a.m. on January 1, 2004, unless both parties agree to extend it beyond that date.

ARTICLE 2

NEGOTIATIONS

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

ARTICLE 3

SUBORDINATE TO CHARTER

- 3.1. In the event that the provisions of this Agreement or its application conflict with the legislative authority delegated to the City Common Council, or the City Service Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the City Service Commission as they are provided for in Sections 63.18 through 63.53 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes) then this Agreement shall be subordinate to such authority.

ARTICLE 4

ORDINANCE AND RESOLUTION REFERENCE

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

ARTICLE 5

NOTICES

- 5.1. All notices required to be sent by the Union to the City shall be in writing and sent by certified mail to the City Labor Negotiator.
- 5.2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the Executive Director of the Union.
- 5.3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above where they deem it appropriate.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is

retained by the City.

- 6.2. The Union recognizes the exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours, and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this Contract.
- 6.3. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- 6.4. The City has the right to schedule and assign regular and overtime work as required.
- 6.5. The City reserves the right to discipline or discharge for cause.
- 6.6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 6.7. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where the continuation of work would be wasteful and unproductive.
- 6.8. The City has statutory and charter rights and obligations in contracting for matters Relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its

members. The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting. The City agrees it will not lay off any employees who have completed their probationary period and who have regular civil service status at the time of the execution of this agreement because of the exercise of this contracting or subcontracting right except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform this work. The economies above will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

- 6.9. The fact that an employee is in, or may become in a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff of an employee or cause the elimination of the job the employee performed.
- 6.10. When City departments are merged or separated, the City will give the Union reasonable and timely notice and an opportunity to present its position when bargaining unit personnel are involved and affected by the City's proposed action.

ARTICLE 7

RECOGNITION

- 7.1. The City recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining units and as the certified representative for those employees in these bargaining units occupying the classifications as defined in the appropriate "Certifications of Representatives" promulgated by the Wisconsin Employment Relations Commission. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public

consistent with its obligations to the employees it represents.

ARTICLE 8

UNION NEGOTIATING COMMITTEE

- 8.1. The Union shall advise the City of the names of its negotiators. One or more representatives from the Union shall be paid their regular base salary up to a combined maximum of 400 work-hours for time spent in attendance at official negotiating meetings between the City and the Union as directed by the Director of Milwaukee District Council #48, AFSCME, AFL-CIO. No payment will be made for time outside the representatives' normal work day and in no event will payment be made for time in excess of eight hours per day. Reasonable travel time from site of employment to site of meeting will be allowed.
- 8.2. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled negotiating meetings to permit notification of the appropriate City departments.
- 8.3. The City Labor Negotiator shall interpret and administer the provisions of this section.

ARTICLE 9

NON-DISCRIMINATION

- 9.1. The parties agree that there shall be no discrimination against any bargaining unit member because of race, color, creed, sex, age, nationality, political affiliation, religious affiliation, sexual preference or handicap.

ARTICLE 10

LIMITATIONS UPON UNION ACTIVITY

- 10.1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement.
- 10.2. No Union meeting shall be held on City time.

ARTICLE 11

BULLETIN BOARDS

- 11.1. The City will furnish for the Union one bulletin board at each of the agreed locations. The board shall be used only for the following notices:
- (a) Recreational and social affairs of the Union.
 - (b) Union meetings.
 - (c) Union elections.
 - (d) Reports of Union committees.
 - (e) Rulings or policies of the International Union.
- 11.2. Notices and announcements shall not contain anything political or controversial or any thing reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices, or announcements which violate the provisions of this section shall be posted.
- 11.3. Any Union-authorized violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin boards.

ARTICLE 12

DUES & FAIR SHARE DEDUCTIONS

- 12.1. An employee may authorize the City to deduct Union dues from their paycheck by executing an authorization card and submitting it to a City designated administrator. The check-off shall become effective two (2) pay periods after filing.
- 12.2. Any local shall be granted deductions for up to 26 or 27 pay periods, whichever is appropriate, upon submission of a necessary affidavit and certificate to the City Labor Negotiator.
- 12.3. The City will deduct from the biweekly earnings of all employees represented by Milwaukee District Council #48, AFSCME, AFL-CIO and its appropriate affiliated locals, who have not authorized dues deductions by dues deduction cards, a fair share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members of each appropriate and affiliated local, and pay this amount to the Treasurer of the Union within ten (10) days after the payday from which the deduction was made. The City reserves the right to stop, withhold or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission. The certification by District Council #48 shall also include the jurisdiction (positions in divisions, bureaus, departments, etc.) of each appropriate and affiliated local. Any changes in local jurisdiction during the term of this Agreement shall be by mutual consent.
- 12.4. The Local Union shall file a report with the Division of Labor Relations certifying the amount of the employee dues deduction that is uniformly required of all employees represented by the Local Union. Changes in uniform employee dues or

fair share amounts to be deducted shall be certified by the Local Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

- 12.5. The dues or fair-share deduction will be made to the Union which represents the employee the majority of their time in the pay period. If the time is equal, the dues or fair-share deduction will be made to the Union representing the employee the majority of time in the last week of the pay period.
- 12.6. The City will honor only dues deduction cards which authorize dues to the certified bargaining unit which represents the employee or dues deductions authorized by employees in positions, divisions or bureaus not now certified to be represented by a certified bargaining unit. No dues or fair-share deductions will be made from the earnings of managerial, supervisory or confidential employees.
- 12.7. The City will provide the Union with a list of employees from whom dues or fair-share deductions were made with each biweekly remittance to the Union.
- 12.8. The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or agency shop deductions or the interpretation, application or enforcement of this provision.

ARTICLE 13

JOINT LABOR-MANAGEMENT COMMITTEES

- 13.1. The City and the Union will have the following joint labor/management committees:
 - a. Joint Seniority Committee

A four-member committee, two appointed by the City Labor Negotiator and two appointed by the Union shall meet at the call of any committee member for the purpose of exploring and, if possible, agreeing on practical means - not inconsistent with department needs and requirements - of giving recognition to the principals of departmental seniority preference in areas of practical application.

The parties shall be bound by agreements reached within the committee whether such agreements are based on operational employing unit, department or City-wide application.

b. Joint Safety Committee

The parties will have a joint committee on safety to be composed of an equal number of Union representatives and City representatives. This committee is authorized to make recommendations on safety to the City Labor Negotiator.

c. Joint Health Care Cost Containment Committee

A six-member committee, three appointed by the City Labor Negotiator and three appointed by the Union shall function to review City health insurance experience data, study methods of cost control, educate employees regarding health insurance utilization and health care, and make recommendations to the City Labor Negotiator concerning these matters.

d. Joint Early Intervention Committee

An advisory committee shall be established in accordance with the June 23, 1994 agreement between the City and the Union.

e. Joint Labor Management Committee on Reorganized Positions

An advisory joint committee of equal labor and management representatives

shall be established to study the issue of allowing employees affected by a reorganization the right to appeal their classification and pay range to the City Service Commission. The Committee will make advisory recommendations to the City Labor Negotiator.

f. Joint Labor Management Committee on Employee Benefits for City Laborer Seasonal positions.

An advisory joint committee of equal labor and management representatives shall be established to study the issue of employee benefits of seasonal employees and benefit accrual of regular employees who were previously seasonal employees. The committee will make advisory recommendations to the City Labor Negotiator.

g. Joint Labor Management Committee on Sick Leave Usage/Terminal Leave

An advisory Joint Labor-Management Committee shall be established to discuss the issue of sick-leave usage and terminal leave. The Committee's recommendations may be implemented during the term of this Agreement.

ARTICLE 14

PROHIBITION OF STRIKES AND LOCKOUTS

14.1. The Union shall neither cause nor counsel its members, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City. Any local of the Union shall also be prohibited from taking the action enumerated in this section. However, whether or not the Union or a local, is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

- a. Discharge as provided for by law.

- b. Other disciplinary action as may be applicable to the employee.
- c. Loss of all compensation, vacation benefits, and holiday pay as determined by the City.

14.2. Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately order its members to return to work in writing, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue orders and/or take action shall be considered in determining whether or not the Union caused, directly or indirectly, the strike.

14.3. The City will not lock out employees. If any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, the inability to work shall not be deemed a lockout under the provisions of this section.

14.4. In the event a dispute arises between the parties with respect to whether or not the Union or any of its locals has caused or authorized, either directly or indirectly, a strike, acts of work stoppage, slowdown, refusal to perform any customarily assigned duties, or in the event of a dispute arising as to whether or not the City has locked out employees, the disputes shall be determined in final and binding

arbitration as set forth in this Agreement.

ARTICLE 15

DISCIPLINE

- 15.1. When it becomes necessary to institute disciplinary action, terminate, or discharge an employee who is a member of the bargaining unit, the City will give notice to the Union before taking action, except when in the judgment of the supervisor emergency action is necessary. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision has no application to a situation in which a warning letter is issued to an employee. The purpose of a warning letter is to notify the employee to correct deficiencies in conduct or job performance before discipline becomes necessary. Further, this provision is not to be construed as requiring a meeting with the Union except as provided in the grievance procedure of the contract.
- 15.2. Notice for non-emergency disciplinary situations shall not be subject to the provisions of NOTICES Article of this Agreement, requiring "certified mail," but shall be given, if during business hours, by the most expeditious means, to the Staff Representative or Liaison assigned to that Local at the Union office; or, if they are unavailable, to the President of the Local Union. For purposes of this section, a message left by the City on the voice mail of the Staff Representative or Liaison assigned to that Local shall constitute one of the expeditious means of notification. Thereafter the notice is to be confirmed in writing within twenty-four (24) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.
- 15.3. Any discipline imposed on an employee who is not subject to the jurisdiction of the City Service Commission shall be for just cause only, as defined in Rule XIII,

Section 5, of the City Service Commission and other such appropriate rules.

ARTICLE 16

GRIEVANCE PROCEDURE

- 16.1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
- 16.2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative, within thirty (30) working days of either the occurrence of the incident leading to the grievance or the Union's knowledge of such incident, whichever is later.
- 16.3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Head or his/her designee within ten (10) working days of the completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the or Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance.
- 16.4. Step Three. If the grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the department head or his/her designee who shall confer with the aggrieved and the Union and notify the aggrieved and the Union of a decision in writing within ten (10) working days from the date of such meeting.
- 16.5. When a grievance meeting is held at the third step of the grievance procedure, a named employee who has filed a grievance, and the Union official or representative whose presence for the purpose of giving testimony is required, shall be given notice of at least twenty-four (24) hours before a meeting is held unless the grievant

and the Union waive the requirement of this notice.

16.6. If a Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, then the Union may proceed to the next step as provided.

16.7. Step Four.

a. If the answer of the Department Head or his/her designee upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees within 20 working days of the receipt of the letter from the Union to the City Labor Negotiator advancing the grievance to arbitration. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until such meeting has occurred or the parties by written agreement have waived such meeting. The City Labor Negotiator or his/her designee shall notify the Union of its decision in writing within 10 working days from the date of such meeting. If the Union has not received notification from the City Labor Negotiator within 10 working days from the date of such meeting, the City's third step disposition shall be considered to be upheld by the City Labor Negotiator and the Union may proceed with the arbitration process.

16.8. All written grievance appeals shall set forth the provision of the Agreement under which the grievance was filed.

ARTICLE 17

ARBITRATION PROCEDURE

- 17.1. No item or issue may be the subject of arbitration unless arbitration is requested in writing within 90 working days following the action or occurrence which gives rise to the issue to be arbitrated. A grievance shall not be the subject of arbitration if the arbitration hearing is not scheduled within one year from the date of the receipt of the notice of the intent to arbitrate, unless any one of the three parties has a legitimate reason for canceling the hearing.
- 17.2. Arbitration may be initiated by the Union serving upon the City a notice, in writing, of its intent to proceed to arbitration. The notice shall identify the contract provision upon which it relies, the grievance or grievances, the department, and the employees involved.
- 17.3. Unless the parties, within five working days following the receipt of the written notice agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall within five working days of the receipt of the list meet for the purpose of selecting the arbitrator by alternately striking names from the list until one name remains.
- 17.4. Whenever one of the parties deems the issue to be of such significance as to warrant a panel of three arbitrators, each party shall, within five working days of the request to proceed to arbitration, appoint one arbitrator and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairperson, who shall be selected in the manner and in the time specified for the selection of a single arbitrator.
- 17.5. For purposes of brevity, the term "arbitrator", shall refer either to a single arbitrator or a panel of arbitrators, as the case may be.

- 17.6. The following subjects shall not be submitted to arbitration:
- a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.
 - b. The statutory or charter obligations which are by law delegated to the Common Council.
 - c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.
 - d. Any pension matter.
 - e. Disputes or differences regarding the classification of positions, promotion of employees, and elimination of positions.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and established wages, hours and conditions of employment as specifically set forth in this Agreement.

- 17.7. No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall cease. This provision, however, shall not affect any arbitration proceeding which was properly commenced prior to the expiration or termination of this Agreement.

- 17.8. In addition to all matters presently subject to arbitration, the Union shall have the right to submit all matters of discipline and discharge to arbitration in the same manner as now is being done for other arbitrable issues. If an employee elects to have their discipline or discharge case heard by the City Service Commission under

the provisions of Section 63.43 or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived their right to arbitration.

17.9. The arbitrator selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall hear evidence that in their judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

17.10. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.

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

17.12. The arbitrator shall expressly be confined to the precise issue submitted for arbitration and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the

period in writing by mutual consent.

- 17.13. All expenses involved in the arbitration proceeding shall be borne equally by the parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with the proceeding shall be borne by the party at whose request the witnesses or depositions are required.

ARTICLE 18

SENIORITY FOR LAYOFF PURPOSES

18.1. Effective Date

This Article shall become effective on August 5, 1990; prior to that date, the provisions of Article 18 of the 1987-1988 City/Union Labor Contract, entitled, Seniority for Layoff Purposes shall be applicable.

18.2. Seniority

- a. Seniority for layoff purposes is defined as the relative status of an employee in a particular job and job title within a department represented by the Union, based upon the employee's regular appointment date to such job, or the date he/she transferred to such job on a City Service Commission approved transfer except that:
- (1) The seniority date of employees who, prior to August 5, 1990, are promoted to a management or supervisory position not covered under 18.2.f. of this Article or transferred or promoted to a position represented by another bargaining unit not covered by 18.24. of this Article and who return to a position in the bargaining unit prior to December 31, 1990, shall be adjusted to exclude any time spent in a position not represented by the Union. Thereafter, the seniority date of such employee who returns after December 31, 1990, shall be determined pursuant to 18.2.a(2).

- (2) The seniority date of employees who, on or after August 5, 1990, are promoted to a management or supervisory position not covered under 18.2.f. of this Article or transferred or promoted to a position represented by another bargaining unit not covered under 18.24. of this Article, shall be based upon the employee's date of return to a position represented by the Union.
 - (3) The seniority date of employees who, as a result of loss of grant funds, return from a position not represented by the bargaining unit to a position in the bargaining unit shall be adjusted to exclude any time spent in a position not represented by the Union.
 - (4) The seniority date of employees who, on or after January 20, 1998, are employed for an average of forty (40) hours per pay period on a regular basis shall be adjusted to exclude forty (40) hours per pay period for each such pay period following the execution date of this Agreement. Adjustments shall be made by the Department of Employee Relations using their administrative procedures. This paragraph does not apply to employees affected by seasonal layoffs.
- b. For the time period that an employee is covered under 2.f. of this Article, such employee's time in management during that time period shall not be used to adjust his/her date to such job pursuant to 2.a. of this Article.
 - c. In case of a reduction of an affected employee to a lower classification, the seniority the affected employee had in other job titles and jobs within both the bargaining unit and the department will be added. The term, "lower classification," shall mean any classification having a maximum step pay rate (excluding special attainment steps) less than the maximum step pay rate of the classification the affected employee occupied immediately prior to the reduction.

- d. Subsections a. and c. shall be subject to the terms and conditions provided in section 18.24, hereof.
- e. Where general job titles exist and are involved in a prospective layoff, the uniqueness of a "job" will be determined by the City on the basis of whether it is the City's current practice generally to conduct separate examinations for entry into the positions or the employees have customarily entered the position by City Service administrative promotions, or extensive specialized training in excess of five (5) months is required after appointment.
- f. In the event of a seasonal layoff of an employee with seniority status in this bargaining unit and management, the employee will continue his/her layoff/recall rights as historically exercised in the department. An employee shall no longer exercise such seniority bumping rights after working a full calendar year in management.

18.3. DPW Main Division Status

An employee working as a City Laborer (Seasonal) or City Laborer (Regular) shall have his/her seniority determined as follows:

- a. An employee initially hired by DPW prior to 1985 who spent the majority of his/her DPW Labor Pool work time in a DPW Division(s) other than the Division of Sanitation between April 1 and October 31, inclusive, during the time period comprising the 1984, 1985 and 1986 growing/construction seasons shall be deemed to have "Main Division" status in the DPW Division where he/she worked the majority of time during that period.
- b. An employee initially hired by DPW prior to 1985 who spent the majority of his/her DPW Labor Pool work time in the Division of Sanitation between April 1 and October 31, inclusive, during the time period comprising the 1984, 1985 and

1986 growing/construction seasons shall be deemed to have Sanitation "Main Division" status.

- c. An employee initially hired by DPW in 1985 or 1986 shall be deemed to have "Main Division Status" in the DPW Division where he/she worked the majority of time between April 1 and October 31, inclusive, during the time period comprising the 1985 through 1987 growing/construction seasons.
- d. An employee initially hired by DPW in 1987 or thereafter shall have his/her "Main Division" status determined in accord with subsection 18.2.a.
- e. An employee who transfers into a DPW Division on a City Service Commission "approved transfer basis" shall be deemed to have "main division" status in that division.
- f. An employee who receives a regular appointment to a special laborer or crew leader classification shall be deemed to have "main division" status in the division in which he/she holds that special laborer or Crew Leader title.
- g. An employee who does not work in his/her "main division" for two consecutive seasons shall have his/her "main division" status redetermined by the City based on his/her overall record in the DPW Labor Pool.

18.4. DPW Labor Pool

The DPW Labor Pool, for purposes of this Article, comprises employees in the City Laborer (Regular) or City Laborer (Seasonal) classifications employed in DPW Divisions excluding the Division of Sanitation.

18.5. DPW Labor Pool Recall

- a. A DPW Labor Pool employee with Forestry, and Infrastructure "Main Division" status shall be recalled for the season by seniority to a vacancy in any of the divisions represented by the Union. When a DPW Labor Pool employee elects to

waive recall to a DPW division other than his/her main division or Infrastructure Services Section and agrees to wait until jobs open in his/her main division, the City will temporarily not challenge unemployment compensation, so long as additional recalls in the employee's main division are projected for that season.

- b. In a reduction in force, City Laborers (Seasonal) who have less than eight months of service shall not be permitted to displace other City Laborers (Seasonal) who are employed in other division.
- 18.6 For the purpose of layoff, up to three (3) local officers of the Union (the president and two additional officers designated by the Union) shall have seniority preference over all other employees in their particular job and job title within the department.
- 18.7. Should the City find it necessary to effect a reduction in its work force, it shall give the Union notice and in no case less than four (4) weeks prior to the effective date of the layoff of the initially affected employees. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the affected job classification. At this meeting, the Union will identify those employees who are subject to the terms of section. 18.6., above.
- 18.8. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.
- 18.9. When seasonal layoffs and subsequent bumps occur in DPW divisions whose employees are represented by the Union, the notification and meeting requirements applicable to the City in sections 18.7. and 18.8., above, shall not apply.

- 18.10. When seasonal layoffs or recalls occur in classifications where subsequent layoffs or recalls are likely or in work activities in which the last work will be performed in subsequent weeks, the City shall have the right to lay off or recall employees out of their order of seniority for a period of up to twenty (20) work days.
- 18.11. When it becomes necessary to reduce the work force in a particular job, the employee with the least seniority in the job and job title within the department shall be laid off and bump the least senior employee holding a job and job title within such department which the affected employee previously held if:
- a. The affected employee has more seniority;
 - b. The affected employee is capable of performing the job of the employee with lesser seniority; and
 - c. The affected employee transfers or bumps to a position in the same or a lower pay range.
- 18.12. When an employee with insufficient seniority has, in the judgment of the City and the Union, an obvious ability to perform a related job within the same division in the same or lower pay range held by an employee or employees with lesser seniority than the employee, the City and Union may discuss and determine placement of the affected employee in such job. When these conditions are met and the City and the Union are in a disagreement, an affected employee who meets minimum City Service Commission qualifications shall be given an appropriate qualifying examination and/or appropriate physical examination as the case may be. This exam shall only be given if the City receives a written request for it from the employee within two weeks of the date the employee received his/her layoff/transfer notice. The employee shall be allowed to take a transfer or bump if he/she achieves a passing grade on the exam.
- 18.13. An employee with no other recourse by reason of seniority to secure a position under

sections 18.11. or 18.12. may bump an employee with lesser seniority in a job within the department within the title of:

City Laborer (Seasonal)
City Laborer (Regular)

provided the employee is capable of performing the job. When the City and Union are in disagreement over such capability, the affected employee shall be given by the City an appropriate qualifying exam and/or appropriate physical/medical examination as the case may be; the affected employee shall be allowed to take a City Laborer job if he/she achieves a passing grade on the exam and/or is medically approved for that job.

18.14. Whenever an employee with ten (10) years of seniority service in a given department is promoted or transferred to another department and is subsequently affected by a reduction in force in the new department that would result in a discontinuation of the employee's service with the City, the employee shall have an option (which must be exercised, if at all, within five (5) work days of the employee's notice of such reduction in force) to return to their former department and thereupon exercise the seniority rights as the employee had in their former department in accordance with sections 18.11., 18.12. and 18.13., above.

18.15. Breaks in Seniority

- a. Union bargaining unit seniority shall be broken when an employee:
 - (1) Retires;
 - (2) Resigns from City Service;
 - (3) Is discharged and the discharge is not reversed.
 - (4) Is terminated during his/her initial probationary period;
 - (5) Is not recalled from a layoff for a period of three (3) years if the layoff results in a discontinuation of the employee's service with the City;
 - (6) Is recalled from a layoff and does not report for work within three (3)

calendar weeks; or

- (7) Does not return at the expiration of a leave of absence; or
- (8) Successfully completes the probationary period for a position outside the Union bargaining unit, except as provided in subsections 18.2.f. and 18.24.

b. Classification seniority shall be broken when an employee:

- (1) Is terminated during a probationary period;
- (2) Is voluntarily or involuntarily demoted, or
- (3) Is not recalled from a layoff for a period of eleven (11) years if during the layoff the employee's service with the City is continuous;

In the case of (2), above, if the employee is reinstated or promoted to the position from which he/she was demoted, the date of such reinstatement or promotion shall become the employee's classification seniority date unless otherwise determined by the City Service Commission.

18.16. A senior employee who bumps to a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the job falls. An employee who takes a position in a rate range which has special attainment steps, who meets the qualifications prescribed, or who would have qualified for them on the date the appropriate contract became effective, shall be paid the appropriate step. In no event shall an employee, by application of this provision, be paid in excess of the rate of pay they were earning prior to their reduction.

18.17. When an employee who has been reduced in rank from a position they previously held, is recalled to a job classification in a pay level above their current position but lower than the pay levels of the original position, they will be paid at a rate

nearest the rate paid in the original position. In no event shall an employee by application of this clause, be paid in excess of the rate of pay they were earning prior to their reduction. This paragraph will not apply to the laborer and other positions now covered by the "time in grade" rules for positions affected by seasonal fluctuations. Effective with the 1993-1994 winter season, all employees holding seasonal positions, including Public Works Inspectors, bumping into a lower level position shall be placed in the appropriate pay step of such lower level position based on time-in-grade rules provided that the employee had not previously been advanced to a higher pay step under the terms of the prior labor agreement.

- 18.18. Recall to the job a laid-off employee held shall be by application of seniority in reverse order of layoff. An employee who does not bump at the time of layoff to a lower rated job shall not be recalled until the job and job title he/she held at the time of his/her layoff again becomes available.
- 18.19. When an employee bumps to a previously held position in another DPW division, or City Department, he/she will be reinstated upon the employee's request to current promotional eligible lists still in effect that he/she was on before being promoted.
- 18.20. Employees in an affected job and job title having the same starting date shall have their relative seniority status determined by their examination rank on the eligible list and where ranks do not prevail, seniority shall be determined by lot at the Division of Labor Relations with a Union representative present.
- 18.21. An employee hired by the City directly into a manpower program or training project, such as the Comprehensive Employment Training Act, which depends for its continued existence on the availability to the City of federal or state funds, is

not to be regarded as subject to the protection of the provisions of this Article.

- 18.22. An employee placed by the City on a regular appointment basis under City Service Commission rules and regulations into a program or project which depends for its continued existence on the availability to the City of federal or state funds, other than a manpower or training program, shall be regarded as subject to the protection of the provisions of this Article. An employee who is placed into one of these programs or projects who has attained City Service status at the time of entry into the program or project shall continue to accrue seniority during the course of their service in the program or project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the protection of the provisions of this Article upon mutual consent of the City and the Union.

- 18.23. a. Except as provided in section 18.24., this Article shall only apply to positions represented by the Union in the following Departments and to any other departments that are certified into one of the Union bargaining units during the duration of this Agreement:

Department of Public Works
Library
Health
Neighborhood Services
City Development
Department of Administration/Information Technology Management Division
Assessor's Office
Department of Administration/Business Operations Division
City Comptroller
Municipal Courts
Election Commission
Police Department
Port of Milwaukee

- b. Each of these departments or divisions of departments listed above, will be

administered as a separate unit for purposes of seniority in case of layoff except as follows:

- (1) when an employee employed in the Port of Milwaukee has no other recourse by reason of seniority to secure a position in the Port of Milwaukee under sections 18.11 or 18.12, he/she may bump an employee with lesser seniority in the job title of City Laborer (Seasonal) or City Laborer (Regular) located in the Department of Public Works provided the employee is capable of performing the job. For purposes of calculating seniority, the employee's time in the Port of Milwaukee shall be counted as seniority in the Department of Public Works.
- (2) an employee shall retain previous bargaining unit seniority within former titles continuously held in the Health Department, Department of City Development or Building Inspection; whichever is appropriate, for purposes of determining relative seniority for layoff purposes within the Department of Neighborhood Services.

18.24. Inter-Union Bumping

- a. Except as provided in subsection 18.24.b., below, there shall be no bumping of employees between positions represented by the Union and positions in a WERC-certified bargaining unit represented by another union.
- b. Bumping of employees between positions represented by the Union and positions in a WERC-certified bargaining unit represented by another union shall be limited to the below-listed WERC-certified bargaining units and shall only be permitted if and when either:
 - (1) The seniority/bumping provisions of the effective labor contract between the City and the other union listed below specifically allow for inter-

union bumping; or

- (2) Such contract does not contain a specific seniority/bumping provision but during its effective term continues the practice of allowing employees in the Union bargaining unit to take seasonal promotions to positions it is certified to represent.

The WERC-certified bargaining units where inter-union bumping is allowed comprise:

- (1) Public Employees' Union Local #61

The Department of Public Works has the right to seasonally bump a limited number of Truck Drivers as permitted by the terms of the effective labor contract between the City and the bargaining unit which represents Division of Sanitation employees. Those Truck Drivers shall retain all seniority rights under this Agreement.

- (2) Joint Bargaining Unit District Council 48, AFSCME/Local #139, International Union of Operating Engineers;

Inter-union bumping limited to employees who have been or will be seasonally promoted to positions in this bargaining unit.

- (3) Milwaukee Building and Construction Trades Council

Inter-union bumping limited to employees who have been or will be seasonally promoted to positions in this bargaining unit.

Bumping of employees in positions represented by the Union to positions represented by another union as permitted hereunder shall be governed by the applicable bumping rules (including unwritten rules established and maintained by practice) in the effective labor contract between the City and the other union, including limits on the number of positions, and their location/description, to which

such employees may bump. From time to time, if the City and any of the above-listed four WERC-certified bargaining units negotiate new inter-union bumping rights, or changes in existing bumping rights, affecting the positions they are certified to represent in effective labor contracts they have with the City, then those provisions shall govern the bumping rights employees covered by this Agreement have to positions in those other bargaining units.

ARTICLE 19

BASE SALARY

- 19.1. The biweekly base salary paid to an employee in classifications covered by this Agreement shall be as set forth in Appendix A as attached. The rates in Appendix A effective Pay Period 1, 2003, shall reflect a 3.0% across the board increase over Pay Period 26, 2002 wage rates.
- 19.2. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with HOURS OF WORK Article of this Agreement.
- 19.3. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.
- 19.4. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.
- 19.5. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes, in respect to retroactive wages payable under the terms of this Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no

later than 60 days from the execution date of this Agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.

ARTICLE 20

HOURS OF WORK

- 20.1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period as assigned. As far as is practicable, this work day shall conform with the established hours of business. This conformity shall not interfere with the special time schedules governing departments operating more than eight (8) hours in each calendar day, nor shall this provision be construed as prohibiting the creation of part-time employment or the establishment of rotating, staggered, or shortened work periods.
- 20.2. The normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in the OVERTIME Article of this Agreement as long as any change in an employee's work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in OVERTIME Article so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.
- 20.3. "Time Worked" means the time worked during regularly scheduled work periods,

time taken off on authorized sick leave, vacation, or any other period for which the employee was compensated, including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.

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

ARTICLE 21

OVERTIME

- 21.1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in HOURS OF WORK Article of this Agreement, or for work performed on holidays, which, within established limits, is compensated for in extra time off or in extra pay. Overtime compensation will only be paid for time actually worked.
- 21.2. It is the intention of the City to incorporate into this labor agreement the overtime pay benefits which are provided to employees and the terms and conditions under which they are administered. If there is a conflict between the terms of this article and a City Ordinance pertaining to overtime 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.
- 21.3. All employees in the bargaining unit except Professional and Administrative Inspectors, Pay Ranges 560 through 565 shall be eligible for overtime compensation.
- 21.4. Overtime compensation shall be as follows:
- a. Compensatory Time:

- (1) Overtime will be compensated for at the rate of one and one-half (1.5) times the overtime hours actually worked in compensatory time off, except where cash overtime is appropriate as set forth in section (b), below.
- (2) The accumulated credit for each employee at no time shall exceed 120 hours worked which is the equivalent on a time and one-half (1.5) basis to 180 hours to be taken off.

b. Cash Overtime:

- (1) Cash overtime may be authorized and paid at the rate of 1.56 times the actual overtime hours worked for work performed by an employee in the following classifications in the Department of City Development Housing Management Division:

Lead Housing Maintenance Mechanic
Building Maintenance Mechanic I and II
Custodial Worker II-City Laborer
Special Buildings and Grounds Laborer
City Laborer (Regular)
City Laborer (Seasonal)
Custodial Worker II
Stores Clerk III
Pest Control Officer
Heating and Ventilating Mechanics

- (2) Cash overtime may be authorized and paid at the rate of 1.56 times the actual overtime hours worked by the Board of Harbor Commissioners for employees in the Operating Division of the Port of Milwaukee when necessary to meet the general emergencies and conditions which arise in port operations.
- (3) Cash overtime may be authorized by the Commissioner of Public Works at

his discretion and paid at the rate of 1.56 times the actual overtime hours worked for operating and Maintenance employees of the Department of Public Works during declared emergencies and for employees in the Custodian and Heating and Ventilating Mechanic classifications and Security Guard in the Buildings and Fleet Division of the Department of Public Works.

The prescribed pay for overtime work shall not apply until all unexcused hours in any calendar day or week shall have been worked for on a straight-time basis, or before any hours previously lost at any time, by reason of inclement weather or causes beyond the control of the employee, have been made up by working hours in excess of the regular working hours, on a basis of one and one-half (1.5) hours credit for each hour of work lost.

- (4) Cash overtime at the rate of one and one-half (1.5) times the actual overtime hours worked may be authorized, when necessary, in the judgment of the department head, Commission or Board, for the following employees:
 - (a) Information Technology Management Division, Department of Administration, all employees.
 - (b) The Board of Election Commission permanent staff members who render services on election days, while making official recounts, or during such days and hours that the City of Milwaukee temporary neighborhood voter registration offices are open, and

during special registration hours which may be required of permanent staff members at the office of the Board of Election Commissioners in the City Hall on Saturday mornings, not to exceed 17 Saturday mornings in even numbered years; when neighborhood registration offices are not open.

- (c) The Board of Harbor Commissioners - Clerical employees in the Operating Division.
- (d) Health Department - all employees in the Buildings and Grounds Division, Clinic Assistants, Office Assistants in the Immunization Clinic, Environmental Hygienists, Truck Driver (Health), Environmental Health Specialists, Office Assistants in the Vital Statistics program and effective the next pay period following the execution date of this Agreement Office Assistants assigned to the STD clinic.
- (e) Milwaukee Public Library - all employees at the discretion of the Library Board of Trustees.
- (f) Police Department - Maintenance Service Section of Administration Bureau employees.
- (g) Municipal Courts - Clerical employees and Municipal Court Clerks
- (h) Business Operations Division of Department of Administration - all employees at the discretion of the Division Head.
- (i) Assessor's Office - all employees at the discretion of the Commissioner of Assessments.
- (j) Comptroller - all employees at the discretion of the Comptroller.

- (k) Department of Neighborhood Services employees in classifications of Vector and Nuisance Control Officer and Environmental Health Specialists.

c. Special Overtime Compensation:

- (1) On any continuous time worked in excess of twelve (12) hours, twenty-five cents (\$0.25) shall be added to the employee's base salary and the employee compensated at the rate of either 1.56 hours (employees described in section 21.4(b) (1), (2), or (3) or 1.5 hours (employees described in section 21.4(b)(4) in compensatory time off or in cash.
- (2) For non-scheduled overtime hours which the employee is required to work on Sundays and on holidays designated in this Agreement, the employee shall be compensated at the rate of one and three quarters (1.75) times regular base salary in compensatory time off or in cash. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in section 20.2, Hours of Work. Hours of work affected by this paragraph shall be those which fall on a Sunday or a Holiday.

21.5. The Department head or designee shall have the authority to schedule all overtime work to be performed consistent with the provisions of this Article. The City shall have the authority to reduce compensatory time balances.

21.6. Application of the provisions of this Article shall not involve pyramiding of overtime; except that rotating shift workers of the Department of Public Works when assigned to the first swing shift in the pumping stations and in filtration plants shall be paid time and one-half (1.5) over 40 hours even though the 40 hours include relief assignments for which time and one-half (1.5) is also paid. However, under no circumstances shall time and one-half (1.5) be paid for sick

days.

- 21.7. Any payments made under the provisions of this Article shall not have any sum Deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

ARTICLE 22

SHIFT AND WEEKEND DIFFERENTIAL

- 22.1. An employee whose normal hours of work fall, in whole or in part, during either the time period beginning at 3:00 p.m. and ending at 11:00 p.m. (second shift) or the time period beginning at 11:00 p.m. and ending at 7:00 a.m. (third shift) shall be entitled to receive, in addition to base salary, the following "shift differential":
- a. Second Shift \$0.40 per hour.
 - b. Third Shift \$0.45 per hour.
- In order for an employee to be eligible for 2nd or 3rd shift premium rates, the employee shall be required to work not less than 4 hours of the regular workday in either the 2nd or 3rd shift, and when such employee satisfies that requirement, the employee's entire workday shall be compensated for at the shift differential compensation as set forth in this subsection.
- 22.2. Shift premium in the above amounts shall be paid for all hours for which an employee would have received a regular shift assignment but for the fact that the employee was on vacation, 09 day, holiday, sick leave or funeral leave.
- 22.3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of \$0.50 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.60 per hour.
- 22.4. An employee performing work under the OVERTIME Article of this Agreement

shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

- 22.5 Milwaukee Public Library employees who are employed for an average of twenty (20) hours per week shall be eligible for the benefits provided by this Article.

ARTICLE 23

CALL-IN PAY

- 23.1. An employee, except part-time personnel, who reports for work at a regularly assigned time and who is officially excused and sent home due to lack of work or inclement weather before completing two (2) hours of work shall be credited with two (2) hours of pay at their straight time rate.
- 23.2. An employee who reports to work on a day other than Sunday or a holiday for an emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME Article of this Agreement.
- 23.3. An employee who is required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who is officially excused before completing three (3) hours of work shall be credited with three (3) hours of pay at time and three quarters (1.75); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME Article of this Agreement.
- 23.4. Notwithstanding the provisions of paragraphs 23.1., 23.2., and 23.3., above, an employee in the Housing Management Division of the Department of City

Development assigned to the maintenance function in cases where they report for authorized call-ins to unlock doors for tenants unable to enter their locked apartments, shall be credited with a minimum of one (1) hour of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME Article of this Agreement.

- 23.5 Notwithstanding the provisions of paragraphs 23.1, 23.2, 23.3, above, an employee assigned to the Library Maintenance Department who reports for authorized call-ins to unlock or lock doors, shall be credited with a minimum of one (1) hour of pay at time and one-half (1.5): such credit shall be given in cash or compensatory time off in accordance with the OVERTIME ARTICLE of this Agreement.

ARTICLE 24

OWED TIME

- 24.1. An employee who loses time from work during their regularly scheduled work week because of inclement weather or civil disturbances who is able to report to work shall be permitted to owe the time lost.
- 24.2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned emergency or other overtime work periods except when excused from assignment for a legitimate reason.
- 24.3. Owed time is to be made up at the rate of time and one-half (1.5).
- 24.4 There shall be a forty (40) hour cap on owed time for City Laborers (Seasonal) after which pay deductions shall be made.
- 24.5. The following shall be applicable to employees in the Infrastructure Division, Electrical Services:

- a. An employee assigned to work in the Infrastructure Division, Electrical Services who has an owed time balance will be required to report to work on weekends or holidays when called in by the Division. Failure to respond to the Division's phone call will result in docking eight (8) hours from the employee's owed time balance and a corresponding loss in eight (8) hours' pay. Consideration will be given to an employee who has a legitimate excuse for not being able to report for owed time weekend or holiday work. If a dispute arises concerning the definition of "legitimate excuse," then a representative from the Union and a representative from the Labor Negotiator's Office will meet to resolve this dispute. If said meeting fails to resolve the dispute, then the parties will have recourse to the Grievance and Arbitration Procedures of this Agreement.
 - b. The Division recognizes that an employee with an owed time balance who is notified in advance of weekend or holiday work but is unable to report for such work shall have another Division employee with an owed time balance substitute for them. These arrangements shall be the sole responsibility of the notified employee, and the employee's supervisor shall be made aware of the change prior to the close of the last workday before the weekend or holiday shift begins. Failure to make such arrangements and subsequent failure to report for such work shall result in docking eight (8) hours from the employee's owed time balance and a corresponding loss in eight (8) hours' pay.
 - c. The owed time balance listing shall be updated on a bi-weekly basis.
 - d. This procedure for reducing owed time balances in the Infrastructure Division, Electrical Services shall be applicable only during the term of this Agreement.
- 24.6. The following shall be applicable to employees who have an owed time balance and are assigned to work scheduled Saturday overtime or emergency call out overtime

in the Forestry Division of the Department of Public Works:

- a. Those employees with nine hours or greater owed time balances will be assigned first for scheduled Saturday overtime and called first for emergency overtime call out, starting with the employee with the largest balance, except if a special skill is needed, the Division may call the employee with the needed skill first.
- b. Scheduled Saturday Overtime An employee assigned to work on a Saturday for scheduled overtime, who does not report to work for the scheduled Saturday overtime, shall have the amount of overtime he/she would have worked deducted at the appropriate overtime rate from his/her owed time balance and a corresponding amount of pay deducted from his/her next paycheck, except when excused from such assignment for a legitimate reasons, as defined by the Division's policy.
- c. Emergency Overtime Call Out
 1. An "on call employee" under 24.6 of this Article shall be defined as one of the eight employees with the highest owed time balances of nine (9) hours or more within a District who is on call during a particular week. For purposes of Article 24.6, a week shall be defined as 7:00 a.m. Monday through 6:59 a.m. the following Monday. For purposes of Article 24.6, emergency overtime call out shall be defined as unscheduled overtime work for which the employee has been called in from a non-work location.
 2. Every two pay periods, the Division may designate no more than two employees per District per week with owed time balances of nine (9) or more hours to be on call. On the last normal work day of each week, the Division shall review the owed time balances of those employees "on call" and such employee with an owed time balance on less than nine (9) hours shall be

dropped from the designated on call rotation for that two pay period cycle. Such on call employees will be scheduled for on call duty on a rotating basis from the most recent division listing of owed time balances.

3. On call employees will be contacted first for emergency call out assignments.

On-call employees who fail to report for an emergency call out assignment shall have the highest number of hours worked by an employee during such call out deducted at the appropriate overtime rate from his/her owed time balance and a corresponding loss of pay deducted from his/her paycheck, except when excused for a verifiable illness. If the highest number of hours worked by an employee during such call out is less than three hours, the employee shall have four and one-half hours deducted from his/her owed time balance and a corresponding amount deducted from his/her paycheck.

- d. Each job classification will be administered separately under the terms of Section 24.6.

ARTICLE 25

SPECIAL PAY PRACTICES

- 25.1. City Laborers (Seasonal) shall be eligible, upon appointment, for the following employment benefits:
 - a. Salary Increments
 - b. Overtime in cash or compensatory time off
 - c. Owed time up to a maximum of forty (40) hours, after which pay deductions shall be made
 - d. Worker's Compensation
 - e. Pay during time off for military induction examinations.
 - f. Call-In Pay

- g. Hospital, surgical and major medical insurance as provided under the Health Insurance Article of this Agreement.
 - h. Vacation with pay. Such employees may take vacation time earned after working 2080 hours.
- 25.2. City Laborers (Seasonal) shall, after twelve (12) months of accumulated service with the City, become City Laborers (Regular) and become eligible for the following additional employment benefits:
- a. Sick leave with pay
 - b. Injury pay
 - c. Holiday pay
 - d. Shift differential pay
 - e. Weekend differential pay
 - f. Jury duty with pay
 - g. Military training leave of absence with pay
 - h. Dental Insurance
 - i. Group life insurance
 - j. Retirement benefits
- 25.3. A City Laborer (Seasonal) who becomes a regular City employee in any position shall receive credit for up to twelve (12) months of actual service as a regular employee for sick leave purposes. The six(6) month waiting period for sick leave usage shall be waived.
- 25.4. An employee who is employed for an average of 20 hours per week shall be eligible for the following employment benefits on a prorata basis, but only when and to the extent provided for in this Agreement:
- Vacations
 - Holidays
 - Sick Leave

Funeral Leave
Sick Leave Incentive Program
Jury Duty
Tuition and Textbook Reimbursement
Life Insurance

In addition, an employee shall be eligible for one "09" Day and Health Insurance.

Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.

- 25.5. The City agrees to recommend that Librarians I who qualify will be promoted in a reasonable length of time. Librarians I and II will be offered promotional exams. There shall be up to 55 Librarian III positions.
- 25.6. The City agrees to pay Special Street Repair Laborer rate for work on air hammers if the work is performed eight or more consecutive hours.
- 25.7. Department of Public Works, Infrastructure Services Division, Electrical Services Section. Effective Pay Period 26, 2003, when assigned to work on the pole rig crew, an employee in the Laborer (Electrical Services) classification shall be paid at the Special Laborer (Electrical Services) pay rate.
- 25.8. An employee in the Operations Driver Worker classification while operating equipment No. 55013 shall be paid at the hourly rate in Pay Range 962.
- 25.9. Employees in the Operations Driver Worker classification shall receive an additional two dollars and seventy-seven cents per hour while assigned to operate the Reach All or Hydro Crane.
- 25.10. The Travel Allowance for Meter Readers - Residential shall be \$3.00 per day.
- 25.11. The Travel Allowance for Meter Reader - Commercial shall be \$4.00 per day.
- 25.12. Water Distribution Repair Workers II shall receive a task rate while acting as Water Distribution Chief Repair Workers according to the guidelines outlined in the Milwaukee Water Works Guidelines for Payment of Task Rate to Water Distribution

Repair Worker II, dated November 19, 1981. The task rate shall be the difference in the hourly maximum salary of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker.

25.13. When eligible, Asphalt Rakers shall be paid at least ninety-three percent (93%) of the prevailing rate of pay.

25.14. Department of Public Works, Operations Division. Effective Pay Period 1, 2003, through Pay Period 26, 2003 only, Urban Forestry Technicians shall be paid at the following biweekly rates: \$1,564.25, \$1,614.82, \$1,669.37, \$1,724.97, \$1,794.57. An Urban Forestry Technician who attains and maintains a certification by the International Society of Arboriculture as a Certified Arborist shall advance one step in the pay range. If at the maximum step, the employee will advance one step to \$1,828.50 biweekly.

25.15. Reclassification

Port of Milwaukee. The City shall recommend the following title changes to the City Service Commission effective Pay Period 13, 2003. In place of the current titles of Port Maintenance Worker I, PR 272, Port Maintenance Worker II, PR 274, Port Technician I, PR 276, and Port Technician II, PR 278, the following titles shall be created: Port Maintenance Trainee, PR 272, Port Maintenance Associate, PR 274, and Port Maintenance Technician, PR 276. The skill level requirements for these titles shall be as indicated above and outlined in the Port of Milwaukee's "Maintenance Training Requirements". Effective Pay Period 13, 2003, the skill level requirements and the associated rates of pay for these classifications and the Port Mechanic classification, PR 280 shall be as indicated

in Appendix D.

- 25.16. Department of Public Works, Administration Services Division. An Office Assistant II (Pay Range 410), Office Assistant III (Pay Range 425), Accounting Assistant I (Pay Range 435) or Clerk II (Field) (Pay Range 430) assigned to perform the full scope of duties of Tow Lot Attendant for a full shift or assigned to perform the duties of Tow Lot Attendant outside their regularly scheduled shift on an overtime basis shall be rolled up to Tow Lot Attendant, Pay Range 220 for that time period.
- 25.17. Department of Public Works, Infrastructure Division. An employee in the Public Works Inspector II classification who was in the Public Works Inspector II classification as of Pay Period 17, 1990 and who was at the maximum step of the Public Works Inspector pay range for at least one year, shall advance to the M-step. Effective the next pay period following the execution date of this Agreement, individuals in the Public Works Inspector II classification as of Pay Period 17, 1990 who are at the first "M" step, shall be advanced to the second M-step.
- 25.18. Health Department. X-ray Technicians III who have completed at least one year at pay step 5 of Pay Range 340 and who are assigned to the Milwaukee Breast Cancer Awareness Program and holding a certification in Mammography shall be eligible for a sixth step. For the classification of X-Ray Technician III recruitment may be authorized up to the third step of the pay range.
- 25.19. Department of Public Works, Operations Division. An Urban Forestry Crew Leader, Pay Range 282, who attains and maintains a certification by the International Society of Arboriculture as a Certified Arborist will advance one step in the pay range. If the Urban Forestry Crew Leader is already at the maximum step, he/she shall advance one

step to a 2003 biweekly rate of \$1,828.50.

- 25.20. City Laborers (Regular) (PR 220) in the Pipeyard shall be paid as Special Pipe Yard Laborers (PR 230) while actually performing Special Pipe Yard Laborer duties.
- 25.21. Forestry Inspectors who have been at the maximum step of Pay Range 540 for a minimum of twelve months, shall be eligible for one "M-step" at the 2003 biweekly rate of \$1,726.01 contingent upon meeting the following criteria: 30 credits or eight years of service and 15 credits. Credits which meet the criteria for "M-step" advancement shall be those as specified in subsection 25.23 of this Article, except forestry or horticultural may be substituted for "engineering" in Article 25.23.
- 25.22. Sidewalk Repair Supervisors who have been at the maximum step of Pay Range 555 for a minimum of twelve months, shall be eligible for one "M-step" at the 2003 biweekly rate of \$1,891.99 contingent upon meeting the following criteria: 30 credits or eight years of service and 15 credits. Credits allowed to meet the criteria for "M" Step advancement shall be as follows:
- a. Credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges and Secondary Schools.
 - b. Credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.
 - c. At least 75% of the credits used for "M" step advancement must be in engineering-related courses.
- 25.23. An employee in the Automotive Body Repair/Painter Technician, Pay Range 268, position who completes one year of service at the fifth step and has two (2) current ASE Body Repair and Painting Certifications shall be paid an additional step at a 2003 biweekly rate of \$1,669.43.
- 25.24. An employee in one of the following classifications in the Forestry Division, who

attains and maintains a certification by the State of Wisconsin for pesticide application, shall advance one additional step in his/her pay range or if at the maximum step, shall be advanced one step to a 2003 biweekly rate of pay as noted below:

Urban Forestry Specialist (PR 255)	\$1,551.48
Urban Forestry Laborer (PR 230)	1,360.95
Nursery Laborer (PR 238)	1,411.85
Labor Crew Leader II (PR 240)	1,428.13
Equipment Mechanic III (PR 248)	1,489.77
Lead Equipment Mechanic (PR 260)	1,590.03
Equipment Mechanic I (PR 235)	1,395.62

- 25.25. a. An employee in the Code Enforcement Inspector II classification who attains and maintains a (1) Commercial Building Code Certification, (2) UDC Construction Certification and/or (3) passes the National Fire Academy Five Core courses for the State Fire Inspectors Certification Program (or State Fire Inspection Certificate when available) and who completes at least one year of service in the fifth step of Pay Range 541 shall advance to one of the following increments provided the employee meets the minimum criteria specified for that increment:

Increment One: \$1,743.07 (2003 rate) provided an employee attains and maintains one of above certifications;

Increment Two: \$1,759.47 (2003 rate) provided an employee attains and maintains two of above certifications;

Increment Three: \$1,775.91 (2003 rate) provided an employee attains and maintains all three of above certifications.

- b. An employee in Code Enforcement Inspector II classification not at the fifth step of Pay Range 541 who attains and maintains all three of the above specified certifications shall advance one additional step in the pay range. After such employee advances to the 5th step of Pay Range 541, such employee shall advance as outlined in a., above.

- 25.26. Employees in the Asphalt Worker classification shall not advance beyond pay step 3

without a CDL license. The City agrees that employees in the Asphalt Worker I classification as of April 7, 1993 who did not have a CDL and were paid higher than the third step of the Asphalt Worker classification and were reclassified to Asphalt Worker in April of 1993 will be soft red circled at their current pay rate. Employees retained because of their seasonal status as an Asphalt Worker shall be paid at the title of Asphalt Worker. The City agrees that two senior Rakers assigned to excavation or planer repair crews will continue to receive Asphalt Raker pay for the season.

- 25.27. Water Distribution Laborers (Auxiliary) shall function as Field Investigator Helpers on a year-round basis on the second and third shifts.
- 25.28. Compensation of 1.5X will be granted to a Computer Operator or Computer Programmer employed in the DOA/Information Technology Management Division if a telephone call extends at least two-tenths (12 minutes) of an hour or more in duration during non-working hours contingent on adequate documentation of phone call authorized by a Police Department employee or ITMD management.
- 25.29. Building Maintenance Mechanics in the Central Maintenance and Support Services Section of the Housing Management Division of the Department of City Development who are assigned to second and third shifts shall be paid a \$12.00 per pay period premium while assigned to nighttime troubleshooting responsibilities in public housing projects City-wide.
- 25.30. Employees in the Custodial Worker II-City Laborer classification in the Buildings and Fleet Division shall receive an additional \$10 per pay period premium while assigned to rubbish removal at the City Hall Complex. Employees must have had this assignment for at least five working days of the Pay Period to be eligible for this amount.
- 25.31. The Custodial Worker I assigned on a regular basis to the Fire Department shall be

- paid an \$8 per pay period premium contingent upon doing scrubbing and waxing.
- 25.32. Water Systems Operators in Charge, Water Chemist I and II and Water Plant Microbiologist I and II must maintain a current State certification as Water Plant Operators in order to retain the extra pay step paid for such certification.
- 25.33. Recruitment for the classifications of Boiler Inspector I, Building Construction Inspector I, Electrical Inspector I, Elevator Inspector I, and Sprinkler Construction Inspector I shall be up to the fourth pay step at the discretion of the Commissioner-Building Inspection.
- 25.34. a. An employee in the Department of Neighborhood Services in the classification of Special Enforcement Inspector, Special Compliance Inspector, Building Inspection Enforcement Coordinator, Building Code Enforcement Inspector or Housing Rehabilitation Inspector who completes at least one year of service at the fifth step of his or her respective pay range and who attains and maintains one or more of the following certifications shall receive an increment as specified below provided the employee meets the criteria specified for each additional increment: (a) Uniform Dwelling Code (UDC) Construction certification; (b) pass the National Fire Academy Five Core Courses for the State Fire Inspectors Certification Program (or State Fire Inspection Certificate when available) and/or (c) Commercial Building Code Certification. The increment shall be as follows:
- Increment One: a biweekly amount equal to 1% over the 5th step pay rate provided the employee attains and maintains one of the above certifications;
- Increment Two: a biweekly amount equal to 2% over the 5th step pay rate provided the employee attains and maintains two of the above certifications;
- and

Increment Three: a biweekly amount equal to 3% over the 5th step pay rate provided the employee attains and maintains all three of the above certifications.

- b. An employee in the Department of Neighborhood Services in the classification of Special Enforcement Inspector, Special Compliance Inspector, Building Inspection Enforcement Coordinator or Housing Rehabilitation Inspector not at the fifth step of their respective pay range who attains and maintains all three of the above specified certifications shall advance one additional step in the pay range. After such employee advances to the fifth step, such employee shall advance as outlined in a., above.
- 25.35. Milwaukee Public Library. One position of Custodial Worker II-City Laborer, Pay Range 215, employed in the Milwaukee Public Library and permanently assigned to the dock shall be eligible for an additional sixth step with the biweekly rate of \$1,318.27 (2003 rate).
- 25.36. Milwaukee Public Library. Recruitment may be up to the third pay step of the Pay Range for individuals in the Librarian III classification (Pay Range 557).
- 25.37. Department of Public Works, Operations Division. An Urban Forestry Specialist, Pay Range 255, who attains and maintains a certification by the International Society of Arboriculture as a Certified Arborist and/or a certification in Professional Grounds Management and/or a certification by the State of Wisconsin for pesticide application will advance up to one step in the pay range. If at the maximum step, the employee will advance one step to \$1,551.48 (2003 rate).
- 25.38. Gail Brown, in the classification of Communications Assistant I, Pay Range 415, employed at the Milwaukee Public Library, will be paid \$1,235.94 (2003 rate),

in view of added duties and responsibilities and will continue to receive across the board increases.

- 25.39. Municipal Court. The City shall pay an additional \$0.50 an hour for the Court Services Assistant III or IV employed in Municipal Court while performing interpreter duties for court proceedings from Spanish to English and vice versa. The classification of Municipal Court Clerk II, employed in the Municipal Court, shall be eligible to receive an additional \$0.50 an hour while performing interpreter duties for court proceedings from Spanish to English and vice versa.
- 25.40. An employee in the job classification of Water Plant Laborer (Pay Range 235), Water Maintenance Worker (Pay Range 235) or Plant Mechanic I (Pay Range 235) will receive an additional sixty-eight cents (\$0.68) per hour above their current pay rate while assigned lead worker duties for a full shift.
- 25.41. Custodial Worker I's or Custodial Worker II-City Laborers in the Buildings and Fleet Division shall be rolled up to the next higher level when assigned to duties in the next higher level for training purposes.
- 25.42. a. Effective January 1, 1995, the "M" step criteria for Pay Ranges 602 is as follows:
- (1) Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.
 - (2) Effective January 1, 1995, employees who complete at least one year of service in the fourth step of Pay Range 602 shall advance annually in Pay Range 602 "M" steps on their anniversary date, provided they meet the following criteria:

"M" Step

Criteria Needed

M-1 (fifth step) 30 credits

M-2 (sixth step) 35 credits

- (3) Employees who advance or have advanced to the fourth step of the range (regular maximum) upon completion of three years of service at that step subsequent to that date, will be eligible for the fifth step, at the end of the three more years, will be eligible for the sixth step in lieu of the college credit requirement noted above.
- b. Effective January 1, 1995, the "M" step criteria for Pay Ranges 604 is as follows:
 - (1) Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.
 - (2) Effective January 1, 1995, employees who complete at least one year of service in the fifth step of Pay Range 604 shall advance annually in Pay Range 604 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	30 credits or 8 yrs. of service and 15 credits.
M-2 (seventh step)	45 credits or 10 yrs. of service and 25 credits.
M-3 (eighth step)	60 credits or 12 yrs. of service and 40 credits.

c. Effective January 1, 1995, the "M" step criteria for Pay Ranges 606 is as follows:

- (1) Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of college credit requirements stated below.
- (2) Effective January 1, 1995, employees who complete at least one year of service in the fifth step of Pay Range 606 shall advance annually in Pay Range 606 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	60 credits or 14 yrs. of service and 40 credits
M-2 (seventh step)	75 credits or 16 yrs. of service and 55 credits.

- d. In determining whether an employee is eligible for an "M" step as specified in 1.a., 1.b, and 1.c, above, the City shall use the criteria option of credits only or a combination of credits and years of service that is most beneficial to the employee.
- e. Years of Service as stated herein means years of service with the City.
- f. Credits allowed to meet the criteria for M-step advancement will be as follows:
 - (1) Engineering-related:

Credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges and Secondary Schools or credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.

(2) Non-Engineering Related:

Credits obtained from any college, university or institute accredited by the North Central Association of Colleges and Secondary Schools.

- (3) Effective January 1, 1995, of the total credits needed as specified in 1.a., 1.b., and 1.c., above, the following minimum number of credits (cr) must be in engineering - related (E) courses as specified below. In addition, the following minimum number of credits (cr) must be in either job related (J) or additional engineering-related courses, as specified below. The remainder of the total credits may be in other (O) college credit courses or additional engineering-related (E) or additional job-related (J) courses.

(i) Pay Range 602

	<u>Credits</u>
M-1 (fifth step)	5 cr. - E
	5 cr. - J or E
	20 cr. - O, J or E
	30 cr. - Total

Note: The required 5 engineering-related credits must be earned from more than one college course.

		<u>Credits</u>	
	M-2 (sixth step)	8 cr. - E 7 cr. - J or E 20 cr. - O, J or E	
		<u>35 cr. - Total</u>	
(ii)	Pay Range 604		
		<u>Credits Only</u>	<u>Credits & Experience</u>
	M-1 (sixth step)	21 cr. - E 3 cr. - J or E 6 cr. - O, J or E	9 cr. - E 2 cr. - J or E 4 cr. - O, J or E
		<u>30 cr. - Total</u>	<u>15 cr. - Total</u>
	M-2 (seventh step)	28 cr. - E 6 cr. - J or E 11 cr. - O, J or E	15 cr. - E 4 cr. - J or E 6 cr. - O, J or E
		<u>45 cr. - Total</u>	<u>25 cr. - Total</u>
	M-3 (eighth step)	36 cr. - E 9 cr. - J or E 15 cr. - O, J or E	24 cr. - E 6 cr. - J or E 10 cr. - O, J or E
		<u>60 cr. - Total</u>	<u>40 cr. - Total</u>
(iii)	Pay Range 606		
		<u>Credits Only</u>	<u>Credits & Experience</u>
	M-1 (sixth step)	36 cr. - E 9 cr. - J or E 15 cr. - O, J or E	24 cr. - E 6 cr. - J or E 10 cr. - O, J or E
		<u>60 cr. - Total</u>	<u>40 cr. - Total</u>
	M-2 (seventh step)	45 cr. - E 12 cr. - J or E 18 cr. - O, J or E	33 cr. - E 8 cr. - J or E 14 cr. - O, J or E
		<u>75 cr. - Total</u>	<u>55 cr. - Total</u>

- g. A Joint Union/Management Committee consisting of an equal number of Union and Management members and a Department of Employee Relations (DER) designated M-step administrator shall be established. When a question of eligibility occurs relating to a specific course in areas of Communication, Computer Science, Business Law, Law/Real Estate, and/or Statistics - Statistical

Process Control (SPC), such Committee shall meet to determine the eligibility of such course.

25.43. Pilot Office Support Continuing Education Incentive Program. A Pilot Office Support Continuing Education Incentive Program shall be continued as outlined in the September 16, 1997 City of Milwaukee Proposal and will expire December 31, 2003, unless the parties agree, in writing to an extension. Under this program, an eligible employee who successfully completes an eligible course of at least three credits or eligible courses totalling three credits or more shall receive an incentive payment of \$200. This payment shall not be added to the employee's base pay and shall not be pensionable. An employee may receive a maximum of four incentive payments while working in one job classification title designated by the City and the Union. Employees in the job classifications listed in Appendix C shall be eligible to participate in this Program.

25.44. Effective January 25, 1998, increase the biweekly minimum amount from \$5 to \$10 when determining the appropriate pay step for employees who are promoted.

25.45. a. Snow and Ice Control Operations Special Pay. For Driver Workers represented by Local 423 as of July 1, 2001, or other DPW employees represented by Local 33, who are utilized as Snow Drivers in salting and plowing:

(1) Employees utilized in salting and plowing as Snow Drivers, represented by either Local 423 as of July 1, 2001 or Local 33, shall be paid at the Snow Driver classification pay rate, Pay Range 955, but only if such rate is higher than their current wage rate. Employees utilized in salting and plowing as Snow Drivers and appointed to a classification represented by Local 423 after July 1, 2001, shall be paid their applicable Operations Driver Worker pay rate.

- (2) Training in the operation of trucks used in snow and ice control operations shall be as determined by the City. Trainees will be paid at their current rate of pay in their current classification for the initial training session. It is the intention of the City that training shall be approximately two (2) days for employees who work as Snow Drivers during snow and ice control operations, except those who are regularly appointed employees of DPW on the seniority list for Operations Driver Worker.
 - (3) The Department of Public Works shall maintain its right to assign Snow Drivers out of seniority for up to two days during plowing, limited plowing and/or sidewalk plowing operations. The personnel covered by this are the employees regularly appointed (certified) as Operations Driver Worker. An employee is not out of seniority if he/she cannot be reached or is unavailable. During snow and ice control operations, seniority is on a district and not on a City-wide basis.
- b. Snow and ice control operations special pay for support personnel employees in the Operations Division:
- (1) For purposes of this section, support personnel employees are the following Buildings and Fleet employees: Fleet Services Section employees; Stock Room or Tire Shop employees in the Administration Section or Garage Attendants, Garage Custodians, Field Service Mechanics, Driver Training Instructors or Communications Assistants III or IV in the Operations Section.
 - (2) On a pay period basis, the City shall pay a bonus payment of one dollar (\$1.00) per hour to a support personnel employee for all overtime hours such employee worked during a pay period because of a snow and ice control operation. This bonus payment shall also be paid to Repairs Unit personnel at the Central Repair Garage for any overtime hours worked on repairing

snowplow blades and to Repairs Unit personnel at the Southwest Shop for all overtime such employee worked during a pay period on a snow related assignment. For purposes of this section, overtime means authorized work performed outside the regularly scheduled 40- hour work week as defined in the HOURS OF WORK ARTICLE of this Agreement or for work performed for holidays as defined in the HOLIDAY ARTICLE of this Agreement.

- (3) This bonus payment shall not be considered regular pay and shall not be included in the determination of overtime compensation, pension benefits or any other fringe benefit.

25.46. A Department of Public Works employee in the Field Operations Section of the Infrastructure Division designated by the Underground Operations Manager as a member of the confined space rescue team who has completed confined space rescue training, demonstrated competency in confined space rescue on an annual basis, attained and maintained certification and attended team/committee meetings shall receive an amount of \$100 for that calendar year as soon as administratively practicable after December 1. Any payment made shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

25.47. A Public Works Inspector I or II in the Department of Public Works, Infrastructure Division while assigned as the "Resident (Lead) Inspector" to a state funded project for time in excess of eight hours during a pay period shall receive an additional eighty dollars (\$80) biweekly during that pay period. A Public Works Inspector I or II in the Infrastructure Division while assigned to a state funded project for at least 8 hours on both the last and first work days of consecutive pay periods shall receive an additional forty dollars biweekly for one pay period. A Public Works Inspector I or II shall not be entitled to more than one eighty dollar payment per pay period. Such payment

- shall be used in the determination of overtime compensation and shall be pensionable.
- 25.48. Employees in the Environmental Health Specialist II classification in the Health Department or Department of Neighborhood Services who pass the National Fire Academy Five Core courses for the State Fire Inspectors Certification Program (or State Fire Inspection Certificate when available) and who complete at least one year of service in the fifth step of Pay Range 541 shall advance to a new Special Attainment Step of \$1,743.07 (2003 rate). Employees appointed to the Environmental Health Specialist II classification, PR 541, in the Health Department on or after July 1, 2003, who pass the Fire Inspector I exam as presented by the International Code Council and who complete at least one year of service in the fifth step of their Pay Range shall advance to the Special Attainment Step \$1,743.07 (2003 rate)."
- 25.49. Employees in the Environmental Health Specialist I classification in the Health Department who pass the National Fire Academy Five Core courses for the State Fire Inspectors Certification Program (or State Fire Inspection Certificate when available) and who complete at least one year of service at the fifth step of Pay Range 530 shall advance to a new Special Attainment Step of \$1,573.33 (2003 rate). Employees appointed to the Environmental Health Specialist I classification, PR 530, in the Health Department on or after July 1, 2003, who pass the Fire Inspector I exam as presented by the International Code Council and who complete at least one year of service in the fifth step of their Pay Range shall advance to the Special Attainment Step \$1,573.33 (2003 rate).
- 25.50. Employees in the Bridges and Public Building Inspector classification PR545 in the Operations Division who have completed one year of service at the 5th step shall be eligible for a sixth step with the biweekly rate of \$1,776.96 (2003 rate).
- 25.51. For an employee in the classification of Port Maintenance Worker I or II, Port Maintenance Technician I or II or Port Mechanic in the Port of Milwaukee the

premium rate while operating the lathe or milling machine shall be at \$21.41 (2003rate) per hour.

- 25.52. A Heating and Ventilating Mechanic II shall be recruited at the third pay step of the pay range provided the individual has an Associate degree in electronics, mechanical systems, computer technology, air conditioning and refrigeration or related HVAC/R and mechanical maintenance.
- 25.53. Pest Control Officer in the Department of City Development
- a. Employees in the Pest Control Officer classification who attain and maintain a 3.0 ornamental and turf license will advance one step in the pay range. If at the maximum step, he/she shall be paid the biweekly rate of \$1,322.30 (2003 rate).
 - b. Recruitment of an employee in the Pest Control Officer classification shall be at the second step for those employee who have a 3.0 ornamental and turf license at the time of hire.
 - c. Employees in the Pest Control Officer classification who attain and maintain the 3.0 ornamental and turf license and who have completed one year of service at the maximum of the pay range and who have satisfactorily completed the Purdue University's Pest Control Technology Course shall be paid at the biweekly rate of \$1,354.18 (2003 rate).
- 25.54. Department of Public Works, Operations Division. An employee in the classification of Operations Driver Worker, Pay Range 258, while assigned as the utility person shall receive an additional \$0.50 cents per hour. This additional amount is pensionable.
- 25.55. Department of Public Works, Operations Division. Employees in the classification of Field Service Mechanic, Pay Range 270, shall be eligible for a special sixth step of \$1,699.81 biweekly (2003 rate) if one of the following criteria is met:

- (1) Employees who were appointed to the Field Service Mechanic classification prior to June 1, 1989; or
- (2) Employees who obtain and maintain at all times a Master Automobile Technician ASE certification and have completed one year of service at the fifth step; or
- (3) Employees who obtain and maintain at all times a Master Medium/Heavy Truck Technician ASE certification and have completed one year of service at the fifth step; or
- (4) Employees who obtain and maintain at all times an ASE certification in four (4) Medium/Heavy Truck areas, including Diesel Engines and Brakes and four Automobile areas, including Engine Performance and Brakes and who have completed one year of service at the fifth step.

25.56. Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, employees in the classification of Public Works Inspector II, Pay Range 540, shall be eligible for the following two M-steps in addition to the following M-1 step, provided that the following criteria is met:

M-step

Criteria needed

M-step 1: \$1,675.74 (2003rate)	30 credits only or 8 years of service and 15 credits
M-step 2: \$1,726.01 (2003 rate)	45 credits only or 10 years of service and 25 credits
M-step 3: \$1,777.80 (2003 rate)	60 credits only or 12 years of service and 40 credits

In determining whether an employee is eligible for an "M" step as specified above, the City shall use the criteria option of credits only or a combination of credits and years of service that is most beneficial to the employee.

Years of service shall mean years of service with the City.

Credits allowed to meet the criteria for M-step advancement to M-steps 1, 2 or 3 shall be as follows:

- ★ Engineering related-credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges

and Secondary Schools or credits obtained in college-level engineering technology courses in two-year associated degree programs at technical colleges, junior colleges and institutes.

- ★ Non-engineering related-credits obtained from any college, university or institute accredited by the North Central Association of Colleges and Secondary Schools.
- ★ Of the total credits needed, a minimum number of credits must be engineering- related (E) as specified below. In addition, the following minimum number of credits (cr) must be in either job related (J) or engineering related courses as specified below. The remainder of total credits may be in (o) other college courses or additional engineering-related or job-related courses.

M-step	Credits Only	Credits and Experience
M-1	21 cr - E 3 cr - J or E 6 cr - O, J or E 30 credits total	9 cr - E 2 cr - J or E 4 cr - O, J or E 15 credits total
M-2	28 cr - E 6 cr - J or E 11 cr - O, J or E 45 credits total	15 cr - E 4 cr - J or E 6 cr - O, J or E 25 credits total
M-3	36 cr - E 9 cr - J or E 15 cr - O, J or E	24 cr - E 5 cr - J or E 10 cr - O, J or E

25.57. Department of Public Works, Infrastructure Division. Employees in the classification of Inspection Specialist shall be eligible for the same M-steps as Public Works Inspectors II provided they meet the same criteria as established for the Public Works Inspector IIs M-steps.

ARTICLE 26

TERMINAL LEAVE

- 26.1. An employee covered by this Agreement, who retires under the provisions of the Employees Retirement System of Milwaukee, (but excluding retirement on deferred or actuarially reduced pensions, as they are defined under the System), shall, upon retirement, be entitled to a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of the employee's earned and unused sick leave up to a maximum of thirty (30) eight-hour work shifts of pay.
- 26.2. Terminal Leave Compensation shall not be construed as affecting the employee's pension benefits. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall the payments be included in establishing pension benefits or payments.
- 26.3. Terminal Leave Compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.
- 26.4. An employee shall receive Terminal Leave Compensation only once during their lifetime.

ARTICLE 27

AUTOMOBILE ALLOWANCE

- 27.1. Mileage incurred on official City business by an employee authorized to be reimbursed for the use of a private automobile shall be made once per month based on the rate schedule listed in Appendix B.
- 27.2. The Base Amount (Flat Amount) shall be \$29.00 per month for calendar year 2003.
- 27.3. Notwithstanding the provisions above, eligible employees in the following classifications shall receive a minimum monthly automobile reimbursement, even

though no actual miles may be driven, as generated by the formula in Appendix B as follows:

Department of Neighborhood Services	300 miles per month
Environmental Enforcement Officers,	300 miles per month
Environmental Health Specialists II,	
Sanitarians and Environmental Hygienists	
in the Health Dept.	

An eligible employee who drives more than 300 miles as stated above in any one month shall receive reimbursement in accordance with the Private Automobile Reimbursement formula.

27.4. Notwithstanding the provisions above, Clinic Assistants who use their private automobiles on official City business shall receive a minimum monthly automobile reimbursement for 180 miles as generated by the Private Automobile Reimbursement formula. Clinic Assistants who drive more than 180 miles in any one month shall receive reimbursement in accordance with the Private Automobile Reimbursement formula.

27.5. Eligible employees in the following classifications, who drive at least one mile on authorized City business during a calendar month, shall receive a minimum monthly automobile reimbursement as generated by the formula in Appendix B as follows:

Property Appraiser and Senior Property Appraiser in the Assessor's Office:	250 miles per month
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Public Works Inspector I and II, Sidewalk Repair Technician Sidewalk Repair Supervisor and Inspection Specialist in the Department of Public Works:	201 miles per month
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Public Health Educator, Health Education Assistant, Nutritionist and Dietetic Technician in the Health Department:	175 miles per month.
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Employees employed in the Health Department in the classifications of Program

Assistants assigned to the Keenan Health Center, the Northwest Health Center or South Side Health Center shall be required to have an automobile available and shall be eligible for the same minimum monthly automobile allowance as provided employees in the classification of Public Health Educator, Health Education Assistant, Nutritionist and Dietetic Technician.

An eligible employee who drives more than 175, 201, or 250 miles as stated above in any one month shall receive reimbursement in accordance with the Private Automobile Reimbursement formula in Appendix B.

- 27.6. In lieu of the per day travel allowance paid to Hydrant Service Workers, the City will reimburse an employee in the Department of Public Works, Milwaukee Water Works, in the Hydrant Service Worker classification who is required to have a private automobile available for use on city business a base amount of \$40.00 per month. In addition, the City will reimburse such employee for mileage driven on City business at the rate of twenty cents (\$0.20) for monthly miles driven between 1 and 200 miles and twenty-nine cents (\$0.29) for monthly miles driven over 200 miles.

ARTICLE 28

CLOTHING ALLOWANCE

- 28.1. Losses, including claims pending on the date of this contract, limited to \$500.00 for wearing apparel or tools, sustained by an employee in the Department of Public Works or a custodial and maintenance employee in any other City department while so employed, will be considered for reimbursement by a committee of three (3) selected by the Commissioner of Public Works and the committee for other City departments selected by the Division of Labor Relations.
- 28.2. Assessor's Office
The City shall provide an annual clothing allowance of \$75 to Property Appraisers

in the Assessor's Office.

28.3. Department of City Development

a. The Department of City Development shall have raingear available to the maintenance staff of the Housing Management Division.

b. Department of City Development (DCD) Uniform Allowance Program

(1) Initial Allowance

The initial issue for all newly appointed maintenance employees in the Housing Management Division shall comprise of the following items:

ten shirts

one summer jacket with zip out liner

one winter parka

The specific items of initial uniform issue and their specifications shall be determined from time to time by the Commissioner of City Development; these specific items shall remain the property of the City and shall revert to the DCD upon the employee's severance from service, unless the employee has served eighteen (18) months in DCD.

(2) Replacement Allowance

The DCD shall replace articles of initial allowance prescribed by the Commissioner of City Development whenever such articles have been condemned on account of normal wear and tear except uniform pants shall not be replaced. The Commissioner shall issue a requisition to a vendor selected by the Department for each replacement article required. Whenever an article has been replaced through requisition, the employee shall be required to present the requisitioned article to the designated supervisor (as defined in the Department's work rules) for approval. The employee shall be required to turn in the condemned article to the designated supervisor.

- (3) This Uniform Allowance benefit is granted in recognition of security concerns of the DCD.
- (4) The Department reserves the right to establish rules and procedures governing the use, care and replacement of uniforms. Employees covered by uniform allowance benefit are required to wear the uniform in accordance with departmental rules. Employees shall be required to wear either dark colored jeans or dark colored work pants.
- (5) A \$50 clothing cleaning allowance shall be continued.

28.4. Health Department

- a. The City shall provide an annual clothing cleaning allowance of \$75 to Sanitarians I and II, Environmental Health Specialists I and II, Vector and Nuisance Control Specialists and Environmental Hygienists in the Health Department.
- b. The City shall provide an annual clothing allowance of \$75 per calendar year to Clinic Assistants and Public Health Aides.
- c. The City shall provide an initial uniform issue to employees in the City of Milwaukee Health Department's Buildings and Grounds Division as follows:

For Custodial Workers II-City Laborers, Boiler Custodial Workers and Boiler Operators:

2 Work Trousers

2 Long Sleeved Work Shirts

2 Short Sleeved Work Shirts

City of Milwaukee Health Department emblems - number to be determined by the Department

1 Baseball Cap

For Heating and Ventilating Mechanics and Mechanic Helpers:

2 Work Trousers

2 Long Sleeved Work Shirts

2 Short Sleeved Work Shirts

1 Winter Coat

1 Jacket (Ike style)

1 Jacket Liner

1 Mutton Cap

1 Baseball Cap

City of Milwaukee Health Department emblems - number to be determined by the Department

28.5. Milwaukee Public Library

The City shall provide coveralls on an as-needed basis to Custodial Workers II and III in the Milwaukee Public Library.

28.6. Department of Neighborhood Services

a. The clothing allowance for certain employees in the Department of Neighborhood Services shall be provided as follows:

(1) For purposes of this subsection, eligible employees shall be defined as employees in the following classifications: Building Construction Inspectors I and II, Boiler Inspectors I and II, Electrical Inspector I and II, Building Construction Inspector Interns, Elevator Inspectors I and II, Sprinkler Construction Inspectors I and II, Building Code Enforcement Inspectors, Building Inspection Enforcement Coordinators, Special Enforcement Inspectors, Code Enforcement Inspectors I and II, Code Enforcement Interns, Housing Rehabilitation Inspectors, Special Compliance Inspectors, Environmental Hygienists, Environmental Health Specialists I and II, Nuisance Control Officers I and II and Environmental Enforcement Officers

in the Department of Neighborhood Services.

- (2) The City shall provide, as soon as administratively practicable, an initial issue of one jacket with liner with a department logo on each and three (3) shirts with a department logo to eligible employees appointed after the execution date of this Agreement.
 - (3) The City shall provide a clothing issue of three (3) shirts with a department logo per calendar year and a clothing cleaning allowance of seventy-five (\$75) per calendar year to eligible employees, except not in the same calendar year that an employee was provided an initial issue of clothing.
 - (4) Employees who are terminated or discharged shall be required to return all logo clothing items.
 - (5) Eligible employees must either wear the clothing specified above or the dress requirements as specified by the department, except when an inspector appears in court, the inspector shall wear a business suit or sport coat and slacks with a dress shirt and tie or blouse as appropriate. All inspectors will be required to comply with the dress requirements unless otherwise agreed to.
- b. Effective as soon as practicable after the execution date of this Agreement, if an employee in the Department of Neighborhood Services elects to have an approved shirt or sweater with a department logo, in addition to the clothing items provided by the department, the department shall pay for the amount relating to adding the department logo.

28.7. Police Department

The Police Department shall provide an initial uniform to all employees in the Building Maintenance Service Section. The initial uniform items shall include the following items:

- 5 navy blue short sleeve shirts
- 5 navy blue pants
- 3 long sleeve shirts
- 1 winter jacket
- 5 navy blue T shirts
- 1 Combination spring/summer coat

The specifications for the items listed above shall be as prescribed from time to time by the Chief. All other terms and conditions applicable to initial uniform issue for covered employees shall remain in effect, subject to the Chief's unfettered managerial discretion to promulgate rules from time to time governing matters relating to uniforms. These specific items of initial issue shall remain the property of the City and shall revert to the Police Department upon the employee's severance from service unless the employee has served eighteen (18) months in the Police Department.

This Uniform allowance benefit is granted in recognition of security concerns unique to the Police Department.

The City will provide reimbursement up to eighty dollars (\$80) per year for the employee's replacement of the initial issue uniform items, except that the Police Department will continue to replace the winter jacket, prescribed by the Chief of Police. A dated receipt listing the specific item of initial issue purchased must be submitted at the time claim for reimbursement is made.

28.8. Port of Milwaukee

The City shall provide an annual clothing allowance of \$75 to Port Mechanics, Port Maintenance Technicians and Port Maintenance Workers in the Port of Milwaukee.

28.9. Department of Public Works, Administration Division

- a. Administration Division (Tow Lot) of Department of Public Works

- (1) Initial Clothing Issue. The Administration Division shall provide an initial clothing issue of the following articles to Tow Lot Attendants and Field Clerks:

Shirts-4

Coveralls, winter- 1 pair

Rain gear, 1 set

Boots(rubber), 1 pair

Gloves, 2 pair (winter and summer)

Winter jacket

The specifications for the items listed above shall be prescribed by the Division head. Employees covered by this program will be required to wear the above items in accordance with the Division rules. The employee must keep the above items clean.

- (2) Replacement Clothing. After the initial issue, the Administration Division shall provide an annual issue of one shirt to eligible employees. The Division shall replace the remaining items of initial issue listed above whenever such articles have been condemned on account of normal wear and tear. The employee shall be required to turn in the condemned article to the designated supervisor.

- (3) Effective as soon as practicable after the execution date of this Agreement, a hood shall be provided with the initial issue of a winter jacket. A hood shall also be provided to those current employees in the Tow Lot Attendant or Field Clerk classification interested in obtaining a hood for their winter jacket.

- b. The City shall provide an annual clothing allowance of \$90 to year-round Parking Service Workers in the Administration Division in the Department of

Public Works

28.10. Department of Public Works, Buildings and Fleet Division

- a. The City shall provide gloves to employees in the Buildings and Fleet Division while operating the Rolloff which requires the handling of cable (#31155).
- b. The City shall provide an annual glove and rain gear allowance of \$110 per year for all employees holding the title of Driver Worker who are represented by the Union and who work in the Buildings and Fleet Division at least 13 pay periods in a fiscal year and \$55 per year for such employees who work at least 6 pay periods but less than 13 pay periods in a fiscal year. This allowance is in lieu of the City providing gloves and rain gear. Effective 2001, the City shall provide a clothing allowance of \$110 per year to Field Service Mechanics in the Buildings and Fleet Division.
- c. The City shall provide coveralls to Vehicle Parts Clerks at the Northwest Shop and Lincoln Avenue Shop in the Buildings and Fleet Division.
- d. The Buildings and Fleet Division shall provide Bureau-approved short shop coats to Garage Custodians at the Lincoln Avenue and Northwest Garages and Vehicle Parts Clerks.
- e. The City shall provide two pair of bib-type overalls per year to Bridge Laborers I and II and Bridge Laborer Crew Leaders. The bib-type overalls shall be required wear year-round. Two pairs of coveralls may be provided in lieu of bib-type overalls and shall be required wear year-round. Effective the next pay period following the execution date of this Agreement, the bib overalls shall be replaced with a clothing allowance of \$110 to Bridge Laborers I and II and Bridge Laborer Crew Leaders in the Buildings and Fleet Division, Buildings Section.
- f. The Buildings and Fleet Division shall provide an annual clothing issue of the

following items:

Two (2) shirts/smocks for Custodial Workers I, II and III, Heating & Ventilating Mechanics, Security Guards, Inventory Assistants I, II III and IV, and Clerks II (Field). Employees in these classifications who are issued shirts on an annual basis shall have the option of short or long sleeved shirts.

Two jackets for Equipment Mechanic IV and Equipment Mechanic I.

The City shall provide 2 pair of pants on an annual basis to Custodial Workers I, II and III.

Effective in calendar year 1998, a polo shirt may be substituted for a shirt. The specifications for the items listed above shall be as prescribed by the Buildings and Fleet Director. Employees covered by this program will be required to wear the above items in accordance with Bureau rules. The employee must keep the shirt/smock clean.

- g. The City shall provide one winter jacket to Custodial Workers in the Buildings and Fleet Division who are regularly assigned on the first shift to the loading dock of the City Hall complex. The City shall provide one winter jacket to Custodial Workers II and III who are assigned to the Safety Academy.

28.11. Department of Public Works, Forestry Division

The City shall provide an annual clothing and glove allowance of \$50 to employees in the following classifications in the Forestry Division: Urban Forestry Crew Leaders, Urban Forestry Specialists, Urban Forestry Laborers, Nursery Laborers, City Laborers (Regular) who work year-round and Equipment Mechanics and Lead Equipment Mechanics. This allowance is in lieu of providing coveralls.

28.12. Department of Public Works, Infrastructure Services Division

- a. The City shall provide an annual glove and coverall allowance of \$110 dollars per calendar year to all employees who work in the Field Operations Section in

the Infrastructure Division at least 13 pay periods in a fiscal year and \$55 per year for such employees who work at least 6 pay periods but less than 13 pay periods in a fiscal year, except that this allowance shall not be provided to Sewer Maintenance Schedulers and Public Works Inspectors. This allowance is in lieu of the City providing gloves and coveralls and is to be used for the purchase of insulated gloves and coveralls. In addition, this allowance is in lieu of shop coats to employees in the Canal Street stores.

- b. The City shall provide disposable clothing to the Instrument Recorder Technician and Engineering Technicians who read sewer instruments.

28.13. Department of Public Works, Water Works

- a. The City shall provide gloves to Water Meter Shop personnel and Hydrant Service Workers.
- b. The City shall provide better quality gloves to Water Department employees while cleaning filtration plant basins during the winter months.
- c. The City shall provide rubber gloves to Water Department Distribution Division Personnel working on water main breaks whose work is deemed to require rubber gloves.
- d. The City shall provide coveralls to Meter Shop personnel and Tappers in the Water Department under the same conditions as coveralls are provided to Water Department Distribution Division employees.
- e. The City shall provide an annual clothing allowance of \$80 per year in lieu of providing coveralls to employees in the following classifications in the Water Works Division: Power Plant Steamfitter, Machinist I, Instrument Technician I, Water Plant Heating and Ventilating Mechanic, Power Plant Blacksmith, Maintenance Millwright, Plant Mechanics I and II, Water Plants Laborer and

Booster Station Operator. Employees eligible to receive the allowance shall be required to wear coveralls at the discretion of the Department.

- f. The City shall provide an annual clothing allowance of \$100 on a prorata basis to Hydrant Service Workers, Meter Readers, Water Meter Investigators, Water Revenue Collectors and Field Investigators in the Water Department.
- g. The provisions of the existing Water Distribution Division coverall program shall continue unchanged except each calendar year an eligible employee including Pipe Yard Crew Leaders, Water Yard Equipment Operators and Special Pipe Yard Laborers may elect one insulated coverall in lieu of one regular coverall currently provided.
- h. Effective calendar year 2001, the City shall provide an annual clothing allowance of \$40 per year to the following classifications in the Water Works Division: Water Plant Operator I, II, III, Water Plant Operator in Charge, Water Treatment Plant Operator or Senior Water Treatment Plant Operator.

ARTICLE 29

SAFETY SHOE ALLOWANCE PROGRAM

- 29.1. An employee who works in a classification which requires the wearing of an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:
 - a. One pair of safety shoes (Classifications USAS Z41.1-1983/75) must be purchased before the safety shoe allowance can be granted.
 - b. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1983/75.
 - c. A dated receipt bearing the name of the employee which clearly shows that one pair of ANSI or USAS Z41.1-1983/75 safety shoes have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of

purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.

- d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.
- e. The style of the shoe must meet Division requirements.
- f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.
- g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year, except as follows:
 - (1) Eligible employees in the Field Operations Section of the Infrastructure Services Division, may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance provided the shoes are purchased at the same time;
 - (2) Eligible employees in the Operations Division, Fleet Services Section may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance provided the shoes are purchased at the same time;
 - (3) Employees in the Department of Public Works, Infrastructure Services Division or Administrative Services Division, who seldom go into the field, but who are required to wear safety shoes when they go into the field shall be entitled to safety shoe reimbursement in 2003 and 2004 but not both years.
 - (4) Eligible employees in the Department of Public Works, Forestry Division, may apply the purchase of up to two pair of safety shoes per calendar year towards the safety shoe allowance reimbursement provided

that the shoes are purchased at the same time.

- 29.2. Those divisions and operations which have had previous programs and procedures for the purchase of safety shoes will not be affected by the above program, except that effective in calendar year 1989, the voucher system in the Bureau of Forestry will be replaced by the above program. No employee may participate in more than one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.
- 29.3. Employees in the Water Distribution Section of the Water Department shall be covered by the provisions of this section.
- 29.4. Eligible employees in the Health Department shall be covered by the provisions of this section.
- 29.5. Eligible employees in the Public Library shall continue to be covered by the provisions of this section.
- 29.6. The Custodial Worker I at the Fire Department and the Security Guard in the Buildings and Fleet Division will be eligible for the safety shoe allowance subject to their meeting all criteria in this Article.
- 29.7. Reimbursement for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to and one hundred fifteen (\$115) dollars in calendar year 2003. This allowance shall be paid to those employees who comply with the rules stated in 29.1..
- 29.8. Employees in the classification of Urban Forestry Trainee, Urban Forestry Laborer, Urban Forestry Specialist, Urban Forestry Technician or Urban Forestry Crew Leader shall receive reimbursement up to one hundred thirty dollars (\$130) in calendar year 2003 for required safety shoes in lieu of reimbursement provided for this purpose under Article 29.7 of this Agreement in recognition of their special