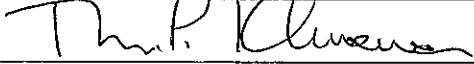
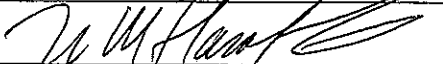


MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION  
AND  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2007, and expiring at the end of December 31, 2009.

Dated this 22<sup>nd</sup> day of July, 2010.

| Representatives for the<br>Milwaukee Police Supervisors' Organization             | Representatives for the<br>City of Milwaukee                                       |
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AGREEMENT  
Between  
CITY OF MILWAUKEE  
And  
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION

Effective January 1, ~~2004-2007~~ Through December 31, ~~2006~~2009

**MILWAUKEE POLICE SUPERVISORS' ORGANIZATION  
AND  
CITY OF MILWAUKEE  
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AGREEMENT  
Between  
CITY OF MILWAUKEE  
and  
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION  
EFFECTIVE JANUARY 1, ~~2004-2007~~ THROUGH DECEMBER 31, ~~2006-2009~~

**PREAMBLE**

1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the MILWAUKEE POLICE SUPERVISORS' ORGANIZATION, hereinafter referred to as "MPSO," as the representative of certain supervisory employees of the City of Milwaukee in the Police Department.
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority that is delegated to the City Common Council relating to: The Chief of Police and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes); The Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes); and any other statutes and laws applicable to the City. The Fire and Police Commission and the Chief of Police will abide by the terms of this Agreement.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties,



obligations, or responsibilities of any agency or department of City government which is now expressly provided for respectively either by: state statute and charter ordinances of the City of Milwaukee except as expressly limited herein.

## **ARTICLE 1**

### ***DURATION OF AGREEMENT AND TIMETABLE***

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, ~~2004~~2007, and ending at 12:01 a.m. on January 1, ~~2007~~2010. This Agreement will terminate on January 1, ~~2007~~2010, unless the parties hereto both agree to extend it beyond that date.
2. Not later than thirty days following execution of the ~~2004~~2007-~~2006~~-2009 Agreement the MPSO shall give the City written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours, or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the WAIVER OF FURTHER BARGAINING Article of this Agreement.

## **ARTICLE 2**

### **RECOGNITION**

1. The MPSO is recognized as the exclusive bargaining agent for employees in active service and in the following classifications:

Police Sergeant  
Administrative Lieutenant of Police (Health and Safety)  
Administrative Lieutenant of Police  
Lieutenant of Police  
Lieutenant of Detectives  
Captain of Police  
Deputy Inspector of Police  
Police Identification Supervisor  
~~Police Electronic Technician Foreman~~  
Communications Maintenance Systems Manager

If an employee in active service and occupying one of the classifications listed above is placed on an authorized leave of absence without pay, the MPSO shall also be recognized as the exclusive bargaining agent for that individual during the period of such leave.

While on such leave, the individual shall not be covered by this Agreement and shall not be entitled to any of its benefits except as specifically provided herein.

2. The MPSO recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
3. In the event a consolidation occurs in any City department, between City departments, or units thereof whose employees in part or in whole are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit; then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative as determined by the WERC pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
4. In the event new positions not now covered by the recognition provisions of this

Agreement are created by the City through action of the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit, and they shall also be covered by the Agreement between the MPSO and the City.

5. It is understood that the bargaining unit set forth above is subject to determination by the WERC under the Wisconsin Statutes.

### **ARTICLE 3**

#### ***ORDINANCE AND RESOLUTION REFERENCES***

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

## **ARTICLE 4**

### ***SUBORDINATE TO LEGISLATIVE AUTHORITY***

1. In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Chief of Police and Fire and Police Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the Chief of Police and the Fire and Police Commission as they are provided for in Section 62.50 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes); then this Agreement shall be subordinate to such authority.
2. Nothing herein shall affect the rights of either party to challenge any state law or City ordinance that affects any part of this Agreement.

## **ARTICLE 5**

### ***MANAGEMENT RIGHTS***

1. Except as specifically provided otherwise by this Agreement, any and all rights concerning the management and direction of the Police Department and the Police force shall be exclusively the right of the City and the Chief of Police.
2. Specifically, and without limitation by enumeration, the City shall have the following unrestricted rights:
  - a. The MPSO recognizes the right of the City, the Board of Fire and Police Commissioners and the Chief of Police to operate and manage their affairs in all respects. The MPSO recognizes the exclusive right of the Board of Fire and Police Commissioners and/or the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Agreement, provided that such rules and procedures do not violate any of the specific provisions of this Agreement.
  - b. The City has the exclusive right and authority to schedule and/or assign overtime work. The City shall have the sole right to authorize trade-offs of work assignments.
  - c. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
  - d. The City reserves the right to discipline or discharge for cause. The City reserves the right to lay off employees.
  - e. The City shall determine work schedules and establish methods and processes by which such work is performed.
  - f. The City shall have the right to assign and/or transfer employees within the Police Department.
  - g. Except as otherwise specifically provided in this Agreement, the City, the Fire and

Police Commission and the Chief of Police shall retain all rights and authority to which by law they are entitled.

- h. The City shall have exclusive authority to transfer any or all of the operations of the Milwaukee Police Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the MPSO.
- i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments.
- j. The City shall have the authority, without prior negotiations, to consolidate operations within the Department or to reorganize within the Department.
- k. The right of contracting or subcontracting is vested in the City.



## **ARTICLE 6**

### ***PROHIBITION OF STRIKES AND LOCKOUTS***

1. The MPSO pledges itself to make every effort to maintain unimpaired the police service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department. Engaging in any of this Activity shall be prohibited during the term of this Agreement and employees violating this prohibition shall be subject to such penalties the City deems appropriate.
2. During the term of this Agreement or any extension thereof, whenever the City Labor Negotiator determines that the MPSO or any of its members are violating the obligations set forth in subsection 1 of this Article, above, the City Labor Negotiator shall notify the MPSO that a prohibited action is in progress.
3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, in accordance with subsection 2 of this Article, above, the MPSO shall in an expeditious manner, but no later than within twelve (12) hours of such notification, disavow the prohibited activity, order its member or members to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity. If the MPSO does not disavow the prohibited activity, the City will not make any payments to the MPSO that are required under the AGENCY SHOP provision of this Agreement for the biweekly pay period in which the prohibited activity occurs.
4. If the MPSO disavows the prohibited activity, the City shall not hold the MPSO financially responsible and the MPSO shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants.
5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).

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

## **ARTICLE 7**

### ***CONTRACT ENFORCEMENT PROCEDURE***

#### 1. ELIGIBILITY

Employees in active service shall be covered by the Contract Enforcement Procedure hereinafter provided so long as they remain in active service and covered by this Agreement.

#### 2. GRIEVANCES

a. The provisions of this subsection shall only cover employees in the following position classifications and only for so long as they remain within such position classifications:

Captain of Police  
Deputy Inspector of Police

Only differences involving the interpretation, application or enforcement of the economic provisions of this Agreement shall constitute a grievance hereunder; provided, however, that the following matters are specifically excluded from this Contract Enforcement Procedure as it is applicable to the employee classifications enumerated above:

- (1) Any matter of Departmental discipline.
- (2) Application, interpretation and enforcement of Departmental rules and regulations.

b. The provisions of this subsection shall only cover employees in the following position classifications and only for so long as they remain within such position classifications:

Lieutenant of Detectives  
Lieutenant of Police  
Administrative Lieutenant of Police (Health and Safety)  
Administrative Lieutenant of Police  
Police Sergeant  
Police Identification Supervisor  
~~Police Electronic Technician Foreman~~  
Communications ~~Maintenance~~ Systems Manager

Only differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Chief of Police affecting wages, hours, or conditions of employment shall constitute a grievance under the provisions set forth herein. Matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are not subject to appeal to the Board of Fire and Police Commissioners, shall constitute a grievance under the aforementioned provisions and matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are subject to appeal to the Board of Fire and Police Commissioners shall not constitute a grievance under the aforementioned provisions. Grievances over discipline shall be initiated at step 2 of the Contract Enforcement Procedure and be reviewed by the Chief of Police.

- c. The provisions of this subsection shall cover all employee classifications:
- (1) Except as provided in (2), below, each employee grievance filed hereunder shall be filed separately; there shall be no group grievances.
  - (2) In the event the Chief or Department takes a particular action which, in the Union's view, results in a violation of the agreement and such action adversely affects a number of members under circumstances that are essentially identical, the MPSO grievance committee may file a group grievance on their behalf at the second step, within 20 calendar days of the occurrence of the incident leading to such grievance. The group grievance shall identify by name, all members alleged to have been adversely affected by such action. If the MPSO grievance committee is unable to identify all members of the group, by name, within the time limit allowed for the filing of grievances, it shall specify those facts which cause the adversely affected members to be identically situated in its view. Before responding to the grievance, the Department shall provide the Union with information or

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

(3) In addition to the limitations provided for in subsection 2.a. and 2.b., the following matters are specifically excluded from this Contract Enforcement Procedure:

- (a) Interpretation and enforcement of Departmental rules and regulations;
- (b) Any matter reserved to the Chief of Police or Board of Fire and Police Commissioners by State Statute or Charter Ordinances;
- (c) Any matter appealable to the Board of Fire and Police Commissioners;
- (d) Any matter involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents;
- (e) Obligations of the City under Chapter 65, Wis. Stats;
- (f) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including pension benefits provided by such systems and their administration.

d. Steps 1. and 2. of this Contract Enforcement Procedure shall be inapplicable to

grievances involving health and life insurance benefits. A grievance concerning health insurance or life insurance benefits, other than a matter involving claims, shall be submitted directly to the City Labor Negotiator for review within twenty (20) calendar days of the occurrence of the incident leading to such grievance. Within twenty (20) calendar days following receipt of such grievance by the City Labor Negotiator, representatives of the MPSO shall meet with the City Labor Negotiator, or his/her designee, at a mutually convenient time and place in an attempt to resolve the grievance. Following such meeting, the City Labor Negotiator shall answer the grievance in writing setting forth the reasons for his/her decision and submit same to the MPSO grievance representative within twenty-five (25) calendar days of such meeting. If the grievance is not settled, the MPSO may proceed to final and binding arbitration as hereinafter provided.

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

### 3. GRIEVANCE FORMS

All grievances and grievance appeals shall be submitted on a form provided by the City and shall set forth the specific provisions of this Agreement under which the grievance was filed. On this form, the MPSO shall also provide the grievant's name, payroll number, District/Bureau/Shift assignment and the date, time, location and description of the incident(s) which gave rise to the grievance.

### 4. GRIEVANCE TIME LIMITS

All appeals of duly filed grievances not submitted by the MPSO or employee (hereinafter referred to as "member"), within the time limit specified, shall be termed abandoned

grievances and as such shall be considered as being resolved in favor of the City and not subject to provisions of this CONTRACT ENFORCEMENT PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this CONTRACT ENFORCEMENT PROCEDURE.

5. STEPS IN THE CONTRACT ENFORCEMENT PROCEDURE

Step 1.

The grievant shall reduce his/her grievance to writing on a provided form and present it to the MPSO Grievance Representative or his/her designee. The MPSO Grievance Representative or his/her designee shall meet with the grievant and if the grievant so desires and the MPSO Grievance Representative or his/her designee so determines, the MPSO Grievance Representative or his/her designee shall, within twenty (20) consecutive calendar days of the occurrence of the incident leading to the grievance, submit the written grievance to the Personnel/Administration Bureau, and therein a request shall be made for a meeting with a panel of not more than three persons designated by the Chief. If the grievance is submitted within the prescribed time, the panel, the grievant and the MPSO Representative shall meet at a mutually agreeable time. The grievant shall be entitled to be present and shall have the right to be represented by the MPSO representative and the parties shall discuss the grievance in good faith and attempt to resolve the matter. Within forty-five (45) days after the meeting, the panel shall advise in writing the grievant and the MPSO Representative of the panel's determination with respect to the grievance, setting forth the reasons for the panel's decision.

Step 2.

If the grievance is not resolved in Step 1., above, the MPSO Grievance Representative or his/her designee may, within fifteen (15) days of receipt of the answer from the Chief's panel, appeal the grievance to the Chief. Failure to appeal said answer within this prescribed period of time shall constitute a settlement of the grievance. Such appeal shall be in writing and therein a request should be made for a meeting between the Chief of

Police, the grievant and the MPSO Grievance Representative or his/her designee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the answer and decision in regard thereto in good faith in an attempt to resolve the grievance. Within forty-five (45) days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the Chief shall, in writing, advise the MPSO Grievance Representative and the grievant as to the Chief's decision with respect to the grievance. If an MPSO grievance is not settled at the second step, the MPSO may proceed to final and binding arbitration as hereinafter provided.

6. GRIEVANCE ARBITRATION

- a. Final and binding arbitration may be initiated by serving upon the Chief of Police and City Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration within 30 days of receipt of the second step answer. Said notice shall identify the grievance and the employees involved.
- b. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- c. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Chief of Police, the Chief of Police or his representative shall be permitted to participate in the proceeding and to state the Chief of Police's position on the dispute.



- d. The arbitrator shall neither add to, detract from nor modify the language of the Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- e. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- f. In reviewing any difference over application of a Departmental rule or regulation under this Contract Enforcement Procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Chief of Police under Section 62.50, Wis. Stats. The arbitrator shall not impair the ability of the Chief of Police to operate the Department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, 1977, nor shall he/she impair the authority of the Chief of Police to maintain, establish and modify rules and regulations for the operation of the Police Department. In addition, the arbitrator shall not prohibit the Chief of Police from executing Departmental rules and regulations in a fair and equitable manner.
- g. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- h. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of

Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.

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

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

7. GRIEVANCE/ARBITRATION PROCESSING TIME

Time spent by employees processing grievances under this CONTRACT ENFORCEMENT PROCEDURE shall be without pay.

## **ARTICLE 8**

### ***DEFINITIONS***

1. "Active Service"

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

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while employed as a member of the Police Department prior to the execution date of this Agreement.

3. "Employees Covered By This Agreement"

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

Police Sergeant  
Administrative Lieutenant of Police (Health and Safety)  
Administrative Lieutenant of Police  
Lieutenant of Police  
Lieutenant of Detectives  
Captain of Police  
Deputy Inspector of Police  
Police Identification Supervisor  
~~Police Electronic Technician Foreman~~  
Communications Maintenance Systems Manager

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

5. "City" as used herein, shall include any person, agent or instrumentality acting on behalf

of the City in respect to the Milwaukee Police Department, or this Agreement, pursuant to law, within the scope of its authority, express or implied.

**ARTICLE 9**

**BASE SALARY**

- 1. A 3% across-the-board increase effective Pay Period 1, 2007.  
A 3.25% across-the-board increase effective Pay Period 1, 2008.  
After adding \$3.84 to the 2008 biweekly rates of pay, a 3% across-the-board increase effective Pay Period 1, 2009.

Commencing Pay Period 1, 2004-2007(~~December 21~~31, ~~2003~~2006), the biweekly base salary paid to employees shall be as follows:

- a. Police Sergeant<sup>1/</sup>

|         |                       |                   |
|---------|-----------------------|-------------------|
| Step 1. | <del>\$1,916.19</del> | <u>\$2,108.12</u> |
| Step 2. | <del>1,991.81</del>   | <u>2,191.31</u>   |
| Step 3. | <del>2,070.49</del>   | <u>2,277.89</u>   |
| Step 4. | <del>2,152.30</del>   | <u>2,367.89</u>   |
| Step 5. | <del>2,237.37</del>   | <u>2,461.47</u>   |
| Step 6. | <del>2,325.90</del>   | <u>2,558.87</u>   |

- b. ~~Police Electronic Technician Foreman~~

|         |                       |
|---------|-----------------------|
| Step 1. | <del>\$2,070.49</del> |
| Step 2. | <del>2,152.30</del>   |
| Step 3. | <del>2,237.37</del>   |
| Step 4. | <del>2,325.90</del>   |
| Step 5. | <del>2,417.90</del>   |
| Step 6. | <del>2,513.61</del>   |

- eb. Police Identification Supervisor

|         |                       |                   |
|---------|-----------------------|-------------------|
| Step 1. | <del>\$2,152.30</del> | <u>\$2,367.89</u> |
| Step 2. | <del>2,237.37</del>   | <u>2,461.47</u>   |
| Step 3. | <del>2,325.90</del>   | <u>2,558.87</u>   |
| Step 4. | <del>2,417.90</del>   | <u>2,660.09</u>   |
| Step 5. | <del>2,513.61</del>   | <u>2,765.39</u>   |
| Step 6. | <del>2,613.02</del>   | <u>2,874.75</u>   |

- ec. Communications Maintenance Manager (effective Pay Period 2, 2007, this position is reclassified to Communications Systems Manager in Pay Range 839)  
Lieutenant of Detectives<sup>1/</sup>  
Lieutenant of Police<sup>1/</sup>  
Administrative Lieutenant of Police<sup>1/</sup>  
Administrative Lieutenant of Police (Health & Safety)<sup>1/</sup>

|         |                       |                   |
|---------|-----------------------|-------------------|
| Step 1. | <del>\$2,237.37</del> | <u>\$2,461.47</u> |
| Step 2. | <del>2,325.90</del>   | <u>2,558.87</u>   |
| Step 3. | <del>2,417.90</del>   | <u>2,660.09</u>   |
| Step 4. | <del>2,513.61</del>   | <u>2,765.39</u>   |
| Step 5. | <del>2,613.02</del>   | <u>2,874.75</u>   |
| Step 6. | <del>2,716.54</del>   | <u>2,988.64</u>   |

ed. Captain of Police<sup>1/</sup>  
Communications Systems Manager

|         |                       |                   |
|---------|-----------------------|-------------------|
| Step 1. | <del>\$2,513.61</del> | <u>\$2,765.39</u> |
| Step 2. | <del>2,613.02</del>   | <u>2,874.75</u>   |
| Step 3. | <del>2,716.54</del>   | <u>2,988.64</u>   |
| Step 4. | <del>2,824.14</del>   | <u>3,107.03</u>   |
| Step 5. | <del>2,936.14</del>   | <u>3,230.24</u>   |
| Step 6. | <del>3,052.53</del>   | <u>3,358.29</u>   |

fe. Deputy Inspector of Police<sup>1/</sup>

|         |                       |                   |
|---------|-----------------------|-------------------|
| Step 1  | <del>\$2,824.14</del> | <u>\$3,107.03</u> |
| Step 2. | <del>2,936.14</del>   | <u>3,230.24</u>   |
| Step 3. | <del>3,052.53</del>   | <u>3,358.29</u>   |
| Step 4. | <del>3,173.64</del>   | <u>3,491.52</u>   |
| Step 5. | <del>3,299.54</del>   | <u>3,630.04</u>   |
| Step 6. | <del>3,430.48</del>   | <u>3,774.10</u>   |

<sup>1/</sup> Recruitment to be at fourth step.

2. Commencing Pay Period 1, ~~2005-2008~~(~~December-1930,-2004~~2007), the biweekly base salary paid to employees shall be as follows:

a. Police Sergeant<sup>1/</sup>

|         |                       |                   |
|---------|-----------------------|-------------------|
| Step 1. | <del>\$1,981.34</del> | <u>\$2,176.63</u> |
| Step 2. | <del>2,059.53</del>   | <u>2,262.53</u>   |
| Step 3. | <del>2,140.89</del>   | <u>2,351.92</u>   |
| Step 4. | <del>2,225.48</del>   | <u>2,444.85</u>   |
| Step 5. | <del>2,313.44</del>   | <u>2,541.47</u>   |
| Step 6. | <del>2,404.98</del>   | <u>2,642.03</u>   |

~~b. Police Electronic Technician Foreman~~

|                    |                       |  |
|--------------------|-----------------------|--|
| <del>Step 1.</del> | <del>\$2,140.89</del> |  |
| <del>Step 2.</del> | <del>2,225.48</del>   |  |
| <del>Step 3.</del> | <del>2,313.44</del>   |  |
| <del>Step 4.</del> | <del>2,404.98</del>   |  |
| <del>Step 5.</del> | <del>2,500.11</del>   |  |
| <del>Step 6.</del> | <del>2,599.07</del>   |  |

eb. Police Identification Supervisor

|         |                       |                   |
|---------|-----------------------|-------------------|
| Step 1. | <del>\$2,225.48</del> | <u>\$2,444.85</u> |
| Step 2. | <del>2,313.44</del>   | <u>2,541.47</u>   |
| Step 3. | <del>2,404.98</del>   | <u>2,642.03</u>   |
| Step 4. | <del>2,500.11</del>   | <u>2,746.54</u>   |
| Step 5. | <del>2,599.07</del>   | <u>2,855.27</u>   |
| Step 6. | <del>2,701.86</del>   | <u>2,968.18</u>   |

~~dc. Communications Maintenance Manager~~  
Lieutenant of Detectives<sup>1/</sup>

Lieutenant of Police<sup>1/</sup>  
Administrative Lieutenant of Police<sup>1/</sup>  
Administrative Lieutenant of Police (Health & Safety)<sup>1/</sup>

Step 1. ~~\$2,313.44~~\$2,541.47  
Step 2. ~~2,404.98~~2,642.03  
Step 3. ~~2,500.11~~2,746.54  
Step 4. ~~2,599.07~~2,855.27  
Step 5. ~~2,701.86~~2,968.18  
Step 6. ~~2,808.90~~3,085.77

ed. Captain of Police<sup>1/</sup>  
Communications Systems Manager

Step 1. ~~\$2,599.07~~\$2,855.27  
Step 2. ~~2,701.86~~2,968.18  
Step 3. ~~2,808.90~~3,085.77  
Step 4. ~~2,920.16~~3,208.01  
Step 5. ~~3,035.97~~3,335.22  
Step 6. ~~3,156.32~~3,467.43

fe. Deputy Inspector of Police<sup>1/</sup>

Step 1. ~~\$2,920.16~~\$3,208.01  
Step 2. ~~3,035.97~~3,335.22  
Step 3. ~~3,156.32~~3,467.43  
Step 4. ~~3,281.54~~3,604.99  
Step 5. ~~3,411.72~~3,748.02  
Step 6. ~~3,547.12~~3,896.76

<sup>1/</sup> Recruitment to be at fourth step.

3. Commencing Pay Period 1, ~~2006-2009~~(January 1-December 28, 2006-2008), the biweekly base salary paid to employees shall be as follows:

a. Police Sergeant<sup>1/</sup>

Step 1. ~~\$2,046.72~~\$2,245.88  
Step 2. ~~2,127.49~~2,334.36  
Step 3. ~~2,211.54~~2,426.43  
Step 4. ~~2,298.92~~2,522.15  
Step 5. ~~2,389.78~~2,621.67  
Step 6. ~~2,484.34~~2,725.25

b. ~~Police Electronic Technician Foreman~~

~~Step 1. \$2,211.54~~  
~~Step 2. 2,298.92~~  
~~Step 3. 2,389.78~~  
~~Step 4. 2,484.34~~  
~~Step 5. 2,582.61~~  
~~Step 6. 2,684.84~~

b. Police Identification Supervisor

Step 1. ~~\$2,298.92~~\$2,522.15  
 Step 2. ~~2,389.78~~2,621.67  
 Step 3. ~~2,484.34~~2,725.25  
 Step 4. ~~2,582.61~~2,832.89  
 Step 5. ~~2,684.84~~2,944.88  
 Step 6. ~~2,791.02~~3,061.18

dc. ~~Communications Maintenance Manager~~  
 Lieutenant of Detectives<sup>1/</sup>  
 Lieutenant of Police<sup>1/</sup>  
 Administrative Lieutenant of Police<sup>1/</sup>  
 Administrative Lieutenant of Police (Health & Safety)<sup>1/</sup>

Step 1. ~~\$2,389.78~~\$2,621.67  
 Step 2. ~~2,484.34~~2,725.25  
 Step 3. ~~2,582.61~~2,832.89  
 Step 4. ~~2,684.84~~2,944.88  
 Step 5. ~~2,791.02~~3,061.18  
 Step 6. ~~2,901.59~~3,182.30

ed. Captain of Police<sup>1/</sup>  
 Communications Systems Manager

Step 1. ~~\$2,684.84~~\$2,944.88  
 Step 2. ~~2,791.02~~3,061.18  
 Step 3. ~~2,901.59~~3,182.30  
 Step 4. ~~3,016.53~~3,308.21  
 Step 5. ~~3,136.16~~3,439.23  
 Step 6. ~~3,260.48~~3,575.41

fe. Deputy Inspector of Police<sup>1/</sup>

Step 1. ~~\$3,016.53~~\$3,308.21  
 Step 2. ~~3,136.16~~3,439.23  
 Step 3. ~~3,260.48~~3,575.41  
 Step 4. ~~3,389.83~~3,717.09  
 Step 5. ~~3,524.31~~3,864.42  
 Step 6. ~~3,664.17~~4,017.62

<sup>1/</sup> Recruitment to be at fourth step.

4. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays at least \$10 biweekly more than the biweekly base



salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification if such previously occupied pay step does not exceed the maximum pay step of the new classification; if it does exceed the maximum pay step, such employee shall be paid at the maximum pay step of the new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.

5. Employees completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of their classification.
6. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary shall be reduced by an amount equivalent to one-eightieth (1/80) of his/her biweekly base salary for each hour or fraction thereof to the nearest 0.1 of an hour during which work is not performed.
7. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the MPSO prior to implementing such changes.
8. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents.
9. The parties elect not to be bound by the required frequency of wage payment provision of §109.03 (1) (a), Stats., in respect to retroactive wages payable under the terms of this

Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no later than sixty days from the execution of this Agreement. For purposes of this provision, the execution date of this Agreement shall be the date the resolution approving this Agreement is approved by the Mayor.

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

## **ARTICLE 10**

### ***SPECIAL DUTY PAY***

1. An employee in Pay Range 831 or in Pay Range 836 shall receive an amount equal to one (1) percent of his/her base salary in lieu of any other compensation for time spent underfilling authorized positions at the direction of the employee's commanding officer. This additional amount shall be termed "Special Duty Pay."
2. Special Duty payments made under the provisions of this Article shall be construed as part of the employee's base pay solely for the purpose of computing pension benefits or payments. Special Duty Pay shall not be included in the determination of any other benefits or compensation provided by the City.

## **ARTICLE 10A**

### ***INTERPRETER/TRANSLATOR PAY***

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

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

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

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

shall be entitled to receive premium pay equal to \$1.00 per hour in addition to his/her base salary for each actual hour or nearest 0.1 of an hour spent performing such interpreter/translator duties. Such premium pay shall be termed "Interpreter/Translator Pay." Interpreter/Translator Pay shall always be compensated at a flat rate of \$1.00 per hour irrespective of whether the employee is in premium pay status. An employee who is authorized to perform interpreter/translator duties shall receive \$1.00 per hour for each actual hour or nearest .1 of an hour spent performing such interpreter/translator duties, with a minimum of \$1.00 for each separate occasion he or she is so authorized, up to a maximum of 60 such minimum payments in a calendar quarter. Interpreter/Translator Pay shall be subject to the terms and conditions provided in paragraphs 3. thru 7., inclusive, below.

3. Interpreter/translator duties eligible for compensation hereunder shall be limited to authorized duties performed by the employee involving interpretation and/or translation of a language other than English at a level of competence deemed acceptable to the Department. Such "other languages" comprise those non-English languages recognized

by the Department. Languages currently recognized by the Department are:

- a. American Sign
- b. Chinese (Cantonese, Mandarin, Taisan)
- c. Chomorro
- d. Filipino (Tagalog)
- e. French
- f. German
- g. Greek
- h. Italian
- i. Japanese
- j. Kurdish
- k. Polish
- l. Russian
- m. Serbo-Croat
- n. Spanish
- o. Ukranian

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

4. Interpreter/Translator Pay payments to employees entitled to receive them shall be made quarterly during the calendar year on such dates as the Department shall prescribe.
5. Interpreter/Translator Pay shall only be granted when an employee is actually performing interpreter/translator duties and shall not be granted when such an employee is directed to perform other duties.
6. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

## **ARTICLE 11**

### ***HOURS OF WORK***

1. The normal hours of work for employees covered by this Agreement shall consist of work shifts of eight (8) consecutive hours which in the aggregate results in an average work week of forty (40) hours.
2. The regularly scheduled 8-hour shift shall be established by the Chief of Police in accordance with the requirements set forth above.

## **ARTICLE 12**

### **OVERTIME**

1. **Eligibility:**

Employees in active service and in the following position classifications shall be eligible to receive the overtime benefits hereinafter provided so long as they remain in active service and within such classifications:

Lieutenant of Detectives  
Lieutenant of Police  
Administrative Lieutenant of Police (Health and Safety)  
Administrative Lieutenant of Police  
Police Sergeant  
Police Identification Supervisor  
~~Police Electronic Technician Foreman~~  
Communications Maintenance Manager

Employees covered by this Agreement and not in any of the position classifications listed above shall not be entitled to receive overtime benefits regardless of hours worked outside their regularly scheduled work shifts.

2. **Definition:**

Overtime shall be all authorized assignments outside the regularly scheduled eight-hour shift as hereinbefore defined under the HOURS OF WORK provision of this Agreement. Notwithstanding the fact that trade off of work assignments or other rescheduling of work assignments authorized by the department at the request of the employee results in work assignments outside of the regularly scheduled eight-hour shift, such time shall not be considered overtime.

3. **Overtime Compensation Rates:**

- a. Overtime earned as a result of training time or roll-call time shall be compensated for at base salary rates (1X).
- b. Effective at the beginning of the pay period following execution of the Agreement, overtime earned as a result of court time shall be compensated as follows:
  - (1) Each court appearance less than or equal to two and one-half (2½) hours in

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

- (2) Each court appearance greater than two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates (1½X) for the entire time of such appearance.
- (3) Notwithstanding the foregoing, within any court appearance, the first hour of court-ordered lunch time shall be unpaid.
- (4) Parking During Court Overtime Appearance

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

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

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

- i. Court Overtime

- The duration of the employee's court overtime appearance beginning at the time the employee is required to be in court, ending at the time the employee is released by the court and including a reasonable amount of time for the employee to



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

ii. Authorized Departmental Business at Police Administration Building

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

- (c) In order to receive City-paid parking benefits, the employee shall, immediately following the conclusion of a court appearance, present the court overtime time card for that appearance and the designated parking facility receipt covering the time period of the appearance to a supervisory police officer designated by the Police Department Administration. The overtime card shall indicate the duration of the court appearance. Based on the overtime card, the designated supervisory officer shall authorize the payment of the parking fee to cover the time period of the court appearance and a reasonable amount of time for the employee to get to and from his/her vehicle and the court. The time allowed to get to and from the employee's

parked vehicle and the court shall be the same as is provided in Departmental Order #8947, adopted November 27, 1984. This Order provides that each instance of City-paid parking shall be limited to the duration of the employees' court overtime appearance and include actual time up to 30 minutes prior to the start of the court overtime and no more than 30 minutes after the conclusion of the court overtime. City-paid parking benefits associated with an employee's appearance at the Police Department Administration Building during off-duty hours on authorized Departmental business pursuant to order of a commanding officer shall be administered in accordance with procedures established for that purpose by the Police Department Administration.

- (d) The City, its officers, agents and employees shall be held harmless against any and all claims, costs (including attorney's fees and costs, if any), losses and expenses, suits, actions, damages 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 theft or damage to private employee vehicles and their contents or to real property or damage to any other vehicle or injury to any person, when employees are receiving any of the benefits provided herein.
- c. Overtime earned as a result of an authorized eight-hour shift assignment which falls outside the regularly scheduled eight-hour shift in whole or in part and which because of the nature of the work performed does not fall within 3.a. or 3.b., above, shall be compensated at one and one-half (1½X) the base salary rate, except that if an employee's regularly scheduled eight hour shift, as established by the hours of work provision of this Agreement, is changed, then all time worked on the

new regularly scheduled eight-hour shift shall be compensated at 1X the base salary rate.

- d. Overtime earned as a result of an authorized assignment outside of the regularly scheduled shift which does not fall within 3.a., 3.b., or 3.c., above, shall be compensated at one and one-half (1½X) the base salary rate.

#### 4. Overtime Payments

##### a. Definitions

###### (1) Compensatory Time Off Balance (CTB)

The term "compensatory time off balance (CTB)," as used in subsection 4 of this Article, shall mean the unused amount of overtime the employee has earned that was compensated in time off instead of cash.

###### (2) Overtime Earned

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

##### b. Payment

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

- (1) If an employee's compensatory time off balance (CTB), recorded on the most current Police Department Personnel Status Report is less than 225 hours the employee may elect to be compensated in time off instead of cash

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<sup>1</sup>\*Less than two and one-half hours of Court Overtime worked shall equal two and one-half hours of overtime earned at 1.5X base salary.

for each instance of overtime work performed after issuance of the most current Status Report until issuance of the next Status Report which indicates the employee's CTB is equal to or greater than 225 hours.

- (2) An employee may use compensatory time off on dates he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first served basis. Decisions made by the employee's commanding officer with respect to the availability of the dates the employee has requested shall be subject to all of the provisions of subsections 4.b.(3) and (4).
- (3) The parties recognize and shall implement the U.S. Department of Labor's position that prior to denying a request to use accrued compensatory time, and even when granting the request would bring operations below prescribed staffing levels, an employer must first attempt operational alternatives to fill its prescribed staffing levels by using replacement officers at premium overtime rates when required by the FLSA. Accordingly, effective at the beginning of the pay period following execution of the 2001-2003 Agreement, the City, working with and through the Milwaukee Police Supervisors' Organization, has established a system which guarantees that no one below the rank of Captain is denied compensatory time off when prescribed staffing levels can be met through a replacement (paid at FLSA premium rates where they apply). If an eligible member of the MPSO (hereinafter, denominated as a "supervisor") is denied a request to use compensatory time on the regularly scheduled shift that the supervisor has requested, whether on the basis of prescribed

staffing levels or for any other reason(s), the provisions enumerated as subsections (a) through (k) at the end of this paragraph will be utilized in order to obtain, when at all possible, a suitable replacement for the supervisor, excepting under the following circumstances in which the below-described duties fall within the supervisor's regularly scheduled shift:

- (aa) where that supervisor is required to testify at a hearing, trial, or other proceeding on behalf of the City (including, *inter alia*, Fire and Police Commission meetings or hearings, grievance arbitrations, or lawsuits) to the exclusion of any other supervisor, and where he or she has not been subpoenaed to testify;
- (bb) where a supervisor is mandated to appear at a charging conference in the office of the District Attorney, or before any other public prosecutor, and where his or her involvement in the arrest or other pertinent events mandates that the supervisor appear to the exclusion of any other supervisor; and
- (cc) in those circumstances where the supervisor (excluding those assigned to the Patrol Bureau and excepting those supervisors assigned to the Patrol Support Division,) possesses unique technical skills which are required to be made available to the Police Department during a particular period of time. It is understood that a Lieutenant in a bureau may fill in for any other Lieutenant in the same Bureau with the exception of the Office of the Chief, the Municipal Security Section, the Patrol Support Division, the Intelligence Division, the Vice Control Division and Planning and Operations (all formerly assigned to the Special Operations Bureau). In the event that a supervisor is denied compensatory time

off (or is initially granted compensatory time off and is subsequently denied) under this subsection (cc), s/he shall be compensated at the rate of 1-1/2x (or 2x if cancelled within 24 hours of the start of the compensatory time previously granted) for all hours of that shift for which compensatory time off had been requested if the following conditions are satisfied prior to notification by the Department that s/he would be required to work during that time:

1. the supervisor made arrangements for a replacement; and
2. both the supervisor requesting compensatory time off and the replacement executed and filed with the Department the forms specified in Article 12 Section 4.b.(3)(k), of this paragraph, below.

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

- (a) Arrangements for a replacement must be made and confirmed at least 48 hours in advance of the start of the compensatory time which is to be taken off.
- (b) The replacement worker is within the same “box” as shown on the “Milwaukee Police Department Organizational Chart” attached hereto as page 1 of Appendix F (as may be in effect, modified or changed from time

to time by the Department or the Fire and Police Commission) as the employee exercising his/her right to use compensatory time off, except as specifically provided on page 1 of Appendix F or unless the employee's commanding officer in his or her discretion approves a replacement obtained by the employee from a different "box." In the event that the Department or the Fire and Police Commission modifies the organizational chart, the parties will immediately engage in collective bargaining to provide for reasonably comparable access to replacement workers.

- (c) The replacement must have more than one (1) year of service from date of hire and must have completed field training.
- (d) The replacement must be of the same rank as the employee requesting use of compensatory time off.
- (e) The replacement will be permitted to work as a replacement only on a day when he/she would otherwise be on a regular day off.
- (f) An employee is ineligible to work as a replacement for more than two (2) regular off days in a pay period.
- (g) An employee is ineligible to work as a replacement for more than four (4) hours during a shift that immediately precedes or follows that employee's regular work shift, not to exceed two (2) occasions per pay period.

However, if, because of staggered shifts, the shift of the supervisor who is being replaced ends or begins one hour before or after the shift of the replacement supervisor, such shift shall be deemed to "immediately"

precede or follow the replacement's regular work shift; When this occurs, the replacement shall work the one-hour of gap (for a maximum of five (5) hours work), which gap time shall be compensated as if it was regular replacement time, as specified in subsection (h), immediately below.

- (h) The regular shift replacement hours will be compensated in cash at straight-time (1X) rates (except for the four (4) contractual holidays specified at Article 28 paragraph 1 of this Agreement which will be paid at 1½X Base Salary). Time worked as a replacement under this subsection shall be counted as "hours worked" for FLSA purposes, so long as the requirements of the FLSA apply to the City.
- (i) The replacement shall be subject to all of the obligations applicable to any employee who is regularly scheduled for duty.
- (j) If the replacement reports sick on a day when he/she is scheduled to work as a replacement, he/she will be ineligible thereafter to work as a replacement for a period of 90 days. If the replacement reports injured off-duty on a day when he/she is scheduled to work as a replacement, the replacement will be ineligible thereafter to work as a replacement for a period of 90 days unless: (1) the off-duty injury occurred subsequent to the time at which the replacement agreed to serve in that capacity; and (2) the replacement provides medical substantiation of the off-duty injury
- (k) A replacement will, at the time of his/her selection, execute on a form prescribed by the Chief of Police his/her agreement to serve as a replacement in accordance with the terms and conditions of this



Agreement. The officer taking compensatory time off who arranged for the replacement will also execute this form.

- (4) A supervisor, at his/her option and under preexisting practices, may also seek a “body-for-body” trade as allowable under 29 C.F.R. § 553.31 (“Substitution”) in order to use compensatory time off when desired. This shall not be a prerequisite to the procedure set forth in subsection 4.b.(2) and (3) for obtaining a replacement.
  - c. Subject to the terms and conditions provided for in subsection 4.b.(2) of this Article, above, an employee authorized to use earned compensatory time off must use it in units of either eight-hour days or hourly segments (i.e., no segment comprising a fraction of an hour) of from one (1) hour to seven (7) hours.
5. All overtime shall be at the option of the Chief of Police.
6. Application of the provisions contained in this Article shall not involve pyramiding of overtime. During a period of time there are two (2) concurrent overtime rates, the following procedure shall be used to determine the rate for that period:
  - a. If both rates are at time and one-half ( $1\frac{1}{2}X$ ), the employee is paid at a rate of time and one-half ( $1\frac{1}{2}X$ ).
  - b. If one of the rates is time and one-half ( $1\frac{1}{2}X$ ) and the other straight-time ( $1X$ ), the employee is paid at a rate of time and one-half ( $1\frac{1}{2}X$ ).
  - c. If both rates are straight-time ( $1X$ ), the employee is paid at straight-time ( $1X$ ) rate.
  - d. For purposes of construction and interpretation of this provision, a court appearance involving the three and three-quarter hour court overtime minimum payment shall be deemed a two and one-half hour period of time and one-half ( $1\frac{1}{2}X$ ) overtime beginning with the start of such court appearance.
7. The hourly pay used in the computation of overtime shall be equal to one-eightieth ( $1/80$ ) of the employee's current biweekly base salary as provided for in the BASE SALARY provision of this Agreement.

8. Overtime shall be compensated for each actual hour or nearest 0.1 of an hour of authorized overtime worked.
9. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
10. The terms and conditions agreed to between the parties in respect to Police Band overtime and negative comp time balances, which are set forth respectively in City/MPSO Memoranda of Understanding dated: September 16, 1983 (Police Band Overtime) and December 21, 1983 (Negative Comp Time Balances), shall be incorporated into the provisions of this Article, and be made a part of this Agreement as an appendix. The terms and conditions of the Memorandum of September 16, 1983, (Police Band Overtime) shall be amended to provide that the Compensatory Time Off Bank (CTB) time is the same as provided in subsection 4.b.(1) of this Article.
11. Miscellaneous Overtime Provisions
  - a. Roll Call

Existing roll-call time practices will be maintained for the term of this Agreement or any agreed-upon extension thereof. Effective August 11, 1985, and for so long as any member of the Police Force is covered by the Fair Labor Standards Act (FLSA) during the term of this Agreement, or any agreed-upon extension thereof, the 18-minute roll-call period shall be reduced to a 12-minute period with all overtime earned during such 12-minute period compensated at time and one-half (1½X) the base salary rate. If and when employees are no longer covered by the FLSA, the roll-call period shall be increased to an 18-minute period and overtime earned as a result of roll-call shall be compensated at base salary rates (1X).
  - b. Compensatory Time Off

If and when the City is required by law to pay employees cash for overtime work performed that could otherwise have been paid for in compensatory time off under

the provisions of this agreement, the City may modify overtime provisions to assure that overtime compensation (whether in cash, compensatory time or both) for all overtime work performed shall not exceed 1½X the employee's base rate of pay.

c. Honor Guard

Overtime compensation for employees of the Milwaukee Police Department Honor Guard when they participate in authorized Honor Guard activities are as follows:

- (1) Honor Guard members are authorized to appear at only those Honor Guard activities to which they have been directed to attend by the Honor Guard Commander. An Honor Guard member not so directed by the Honor Guard Commander shall not be entitled to receive the compensation hereinafter provided.
- (2) Except as provided in Subsection 3 below, overtime compensation for authorized MPD Honor Guard activities that occur outside of the member's regularly scheduled eight-hour shift shall be hour-for-hour compensatory overtime (straight-time, 1X) beginning at the time the member reports for an authorized Honor Guard appearance and ending at the time he or she is released from such appearance; such overtime compensation shall be computed to the nearest 0.1 of an hour of time worked.
- (3) At his discretion, the Honor Guard Commander may change an Honor Guard member's regularly scheduled work shift on the date of an Honor Guard appearance by that member.
- (4) The maximum compensation for each authorized Honor Guard appearance shall not exceed eight hours of straight-time (1X) compensatory time off; no compensation shall be granted for time spent eating or sleeping.
- (5) The overtime compensation provided hereunder is limited to MPD Honor Guard activities authorized by the Chief of Police. All such compensation

shall be in lieu of any other overtime compensation provided to members of the Department; no employee shall be permitted to pyramid Honor Guard overtime with other overtime compensation.

- (6) All compensatory overtime cards for Honor Guard activities shall be submitted to the Honor Guard commander for approval and transmittal to the Administration Division.
- (7) The time off so earned shall not count towards the Compensatory Time Off Bank (CTB) limit determining the employee's eligibility for overtime compensation in compensatory time off, instead of cash, that is provided for in this Agreement.
- (8) An employee may use compensatory time off earned under this provision on dates he/she has requested, provided the employee gives his/her commanding officer reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first-served basis. Decisions made by employee's commanding officer with respect to the availability of the dates the employee has requested shall be final.

## **ARTICLE 12A**

### ***FIRE AND POLICE COMMISSION OVERTIME***

1. Eligibility

Only those employees covered by the Overtime Article of this Agreement shall be entitled to receive Fire and Police Commission Overtime benefits provided for under this Article.

2. Definition

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

3 Limitations

- a. Fire and Police Commission Overtime shall not include overtime assignments made by the Chief of Police. Overtime assignments made by the Chief of Police shall be covered by the Overtime Article of this Agreement.
- b. An employee shall not be entitled to any compensation for an FPC trial proceeding during the time period he/she is suspended from duty with pay.
- c. An employee shall be required to turn over to the Police Department

Administration all witness fees he/she received as a result of a FPC trial proceeding for which the employee received Fire and Police Commission Overtime pay, and make no subsequent claim for this money whatsoever.

4. Fire and Police Commission Overtime Rates

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

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

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

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

5. Fire and Police Commission Overtime Payments

Fire and Police Commission Overtime earned under the provisions of this Article shall be compensated for in cash or compensatory time off in accordance with, and subject to, the provisions of subsection 3 set forth in the Overtime Article of this Agreement. Fire and

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

6. Employees receiving compensation under the provisions of this Article for an appearance at a FPC trial proceeding shall be covered by the provisions of subsection 3.b.(4) set forth in the Overtime Article of this Agreement for that appearance.
7. Application of the provisions contained in this Article shall not involve pyramiding or Fire and Police Commission Overtime, nor shall it involve pyramiding with compensation provided under the Overtime Article of this Agreement. For purposes of interpretation and construction of the provisions of this subsection, the terms and conditions set forth in subsection 6 of the Overtime Article shall be applicable.
8. The hourly pay used in the computation of fire and Police Commission Overtime shall be equal to 1/80th of the employee's biweekly base salary in effect at the time of the FPC trial proceeding for which such compensation is being provided.
9. Exception for compensation received under subsection 10 of this Article, any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
10. An employee under subpoena to a FPC trial proceeding during the period which falls within his/her regularly scheduled eight-hour work shift shall be entitled to his/her regular base salary for that period; provided that such employee is not on paid leave, was actually

scheduled to work or worked a portion of such shift. Eligibility for compensation under this subsection, and witness fee reimbursement requirements, shall be subject to the same terms and conditions applicable to Fire and Police Commission Overtime that are set forth in subsections 2 and 3 of this Article.

11. Administration

- a. The Executive Director of the FPC, or his/her designee, shall record the employee's appearance at a FPC trial proceeding, noting the time the employee was required to report to such proceeding and the time the employee was excused from such appearance. The Executive Director, or his/her designee, shall also note if the employee was subpoenaed solely for the dispositional phase of the trial proceeding. This information shall be forwarded to the Police Department Administration. As a condition of eligibility for receipt of the compensation provided hereunder, an employee must submit his/her subpoena, or clear facsimile thereof, to the Executive Director (or his/her designee) at the time the employee reports to the trial proceedings.
- b. Administration and control of the provisions of this Article shall be under the City which shall have the authority to establish such rules and procedures that it deems necessary to administer the benefits provided by this Article.



## ARTICLE 12B

### **FLEX TIME**

1. Eligibility.

Only an employee in a classification not covered by the Overtime Article of this Agreement who is exempt from Fair Labor Standards Act coverage (and exempt from any other legal provision(s) requiring overtime compensation) shall be eligible for the Flex Time benefits provided by this Article (“eligible employee”).

2. Effective Date.

Except as provided in paragraph 4, below (“Prior Flex Time”), this Article shall only cover flex time hours worked by an eligible employee on or after October 10, 2004.

3. Definition.

Flex time shall be defined as time worked by an eligible employee, which has the prior approval of the Chief of Police (or the Chief’s designee), that is in addition to, or outside of, the scheduled hours of work on such employee’s work shift, subject to the following limitations:

- a. *De Minimis* Standard. An employee at the rank of Captain of Police, or above, is a command officer and an executive within the Milwaukee Police Department organization. This designation carries with it an understanding that the Base Salary compensation level for these ranks includes a recognition and an expectation that the employee will usually work more than 40 hours per week. Therefore, in consideration of this designation, for each instance of flex time claimed, the first thirty minutes in addition to the eligible employee’s scheduled hours of work on such employee’s work shift shall be designated “*de minimis*” and shall be without flex time compensation. This *de minimis* standard shall not apply to an additional instance of flex time claimed during the 24-hour calendar day in which the first instance of flex time claimed occurred.

- b. Extended Meal Period Offset. Time spent at the meal period within the eligible employee's work shift that exceeds the meal period entitlement referenced in the Paid Lunch Article of this Agreement shall be offset against flex time work claimed.
- c. Voluntary Work Shift Arrangements. Notwithstanding the fact that trade offs of work shift assignments or other rescheduling of work shift assignment hours authorized by the Chief of Police (or the Chief's designee) at the request of the eligible employee results in time worked in addition to the scheduled hours of work on the eligible employee's work shift, such additional time worked shall not be considered flex time.

4. "Prior Flex Time"

The Chief of Police (or the Chief's designee) shall have the authority to review and audit claims for flex time earned for work performed by an eligible employee prior to October 10, 2004. Prior flex time hours that have been approved by the Chief shall be governed by the Administration paragraph, below. The Chief shall have the right to deny approval of a claim for prior flex time hours whenever the Chief determines that such denial is appropriate. Disputes involving the Chief's determination in this regard shall be subject to the Contract Enforcement procedure Article of this Agreement. Decisions by the Chief of Police regarding prior flex time claims shall be nonprecedential in respect to the Chief's decisions to deny or approve claims for flex time that are not prior flex time. An employee's prior flex time that has been approved by the Chief of Police shall be recorded in an account separate from the account for flex time earned on or after October 10, 2004.

5. Administration

- a. Flex time shall be compensated at base salary rates (1x). The hourly pay used in the computation of flex time shall be equal to one-eightieth (1/80) of the eligible employee's current biweekly base salary as provided for in the Base Salary

provision of this Agreement.

- b. Flex time hours earned shall be computed to the nearest 0.1 hour worked.
- c. The Chief of Police shall determine whether flex time hours earned (including “prior flex time hours”) are to be compensated for in cash or in time off. The scheduling off of all flex time hours earned (including “prior flex time hours”) that are determined by the Chief to be compensated for as time off shall be controlled by the Chief of Police.
- d. The Chief of Police shall have the authority to, from time-to-time, reduce an employee’s flex time time off balance (including “prior flex time hours”) by cash payment to the employee or scheduling such hours off, or a combination of these two methods, as determined by the Chief. In effectuating such a reduction in an employee’s flex time balance, the Chief shall determine whether the deduction shall be made from prior flex time hours, from flex time hours that are earned after the effective date, or from a combination of both accounts in amounts allocated by the Chief.
- e. Flex Time Balance Limits.

Notwithstanding paragraphs 5c and 5d, above:

- (1) Flex Time Hours Worked On Or After October 10, 2004.

An eligible employee’s unused flex time earned on or after October 10, 2004, shall not exceed 120 hours, as recorded on the most current Milwaukee Police Department (MPD) administrative report on flex time balances. An eligible employee having an unused flex time balance of 120 hours, or more, of flex time earned on or after October 10, 2004, as recorded on the most current administrative report on flex time balances, shall not earn flex time, regardless of the hours such employee works, until such employee’s flex time balance recorded on a subsequent MPD administrative report for flex time balances is less than 120 hours. In the

event an eligible employee has accumulated 120 hours of flex time, as recorded on the most current Milwaukee Police Department (MPD) administrative report on flex time balances, the employee may request of the Chief of Police payment for a portion of those 120 hours. Any decision as to how and when payment shall be made, i.e. either in cash or time off, shall be within the sole discretion of the Chief of Police pursuant to paragraph 5.c., hereof. In the event the Chief of Police determines that neither payment in cash or in time off shall be made at the time of the employee's request, the Chief of Police shall permit the eligible employee to temporarily accumulate an additional 40 hours of flex time, i.e. for a temporary total of 160 hours of flex time. The temporary 160 hours of flex time accumulation shall exist for a period of no more than 120 days, at the end of which time the Chief of Police shall have reduced the employee's flex time balance below 120 hours.

6. All flex time shall be at the option of the Chief of Police.
7. Nothing herein shall be construed as a limitation on the Chief's unfettered management right to schedule and/or assign hours of work for employees covered by this Agreement, or, from time-to-time, to make changes in such employee's hours of work.
8. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits, nor shall such payments be included in the determination of pension benefits or any other fringe benefits.
9. The Chief of Police shall have the exclusive authority to establish procedures to administer this Article.

## **ARTICLE 13**

### ***INFORMATION RECOMMENDED TO BE FURNISHED TO MPSO***

1. The City will recommend to the Annuity and Pension Board of the Employees' Retirement System of Milwaukee, hereinafter referred to as Board, that it supply actuarial information to the MPSO or its actuary upon receiving a written request therefore for the purpose of costing out proposals by the MPSO for pension changes for collective bargaining conditioned upon the Board's actuary having such information available.
2. The City will recommend to the Board that the Board or the Board's actuary supply to the MPSO or any actuary acting on behalf of said MPSO, any and all information which said MPSO actuary requests for purposes of costing out proposals upon which the MPSO may wish to collectively bargain on with the City.
3. All costs or expenses involved in supplying information either under Subsections 1 or 2 above to the City or to the Board involved under Subsections 1 or 2 above shall be paid for by the MPSO in the manner required either by the City or the Board in connection with the supplying of such information except that the MPSO shall be furnished reports already developed and pertaining to subsections 1 or 2 at no cost to the MPSO.
4. Excluded from this Article shall be such matters of a private or confidential nature so determined by the Board as may be supplied to the Board by individual employees or retirees.

## **ARTICLE 14**

### ***RETENTION OF PENSION AND ANNUITY RIGHTS***

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

## **ARTICLE 15**

### ***PENSION BENEFITS***

Pension benefits for an employee covered by this Agreement who is a member of the Employees' Retirement System of Milwaukee (ERS) shall be the benefits defined in Chapter 36 of the Milwaukee City Charter that are applicable to a "policeman." Pension benefits for an employee covered by this Agreement who is a member of the Policemen's Annuity & Benefit Fund of Milwaukee (PA & BF) shall be the benefits defined in Chapter 35 of the Milwaukee City Charter. Except as provided below, these pension benefits shall continue unchanged during the term of this Agreement.

1. Chapter 36 of the Milwaukee City Charter regarding pension benefits for employees covered by this Agreement who are members of the Employees' Retirement System of Milwaukee (ERS) may be amended to the extent necessary for such plan to remain qualified under Section 401(a) and 501(c) of the Internal Revenue Code of 1986 as amended.
2. The City agrees that it will never seek to increase the age/service requirements applicable to employees in active service and covered by the ~~2004~~2007-2006-2009 City/MPSO Agreement on its effective date that are provided for under section 36.05(1)(f) of the ERS Act.
3. Employees who are entitled to service credit as a "policeman" under either the Employee's Retirement System of Milwaukee or Policemen's Annuity and Benefit Fund of Milwaukee pension plans, shall receive such service credit at the rate of 2.5% per annum of Final Average Salary for all such years or parts thereof.
4. Subject to the conditions contained therein, the parties agree to abide by the pension provisions of the October 29, 1999 Final Global Settlement Agreement for Active Police Officers, as amended by Charter Ordinance.

If any portion of the Global Pension Settlement Agreement or implementing Charter Ordinance is held invalid, or if compliance with it is restrained by operation of law or by

any court of competent jurisdiction, the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion of the Global Pension Settlement Agreement or Charter Ordinance. This paragraph shall in no way affect or restrict other benefits unrelated to pension benefits in the Global Settlement Agreement.

5. Creditable service for active military service, as provided in 36-04-c, shall be extended to members of the MPSO who participate in the combined fund and who retire on a service retirement on and after January 1, 2003.
6. Effective for employees hired by the City after June 28, 2005, when a retirement application is filed by an employee covered by this Agreement who seeks a Duty Disability Retirement Allowance based upon a mental injury, the application shall be referred to the Medical Council established under s. 36-15-12 of the Milwaukee City Charter, in lieu of the Medical Panel, which Medical Council shall determine and certify whether the applicant is permanently and totally incapacitated for duty as a result of such mental injury in accordance with the requirements of Chapter 36 of the Milwaukee City Charter. In any reexamination authorized by Chapter 36 of the Milwaukee City Charter of such retired beneficiary, the beneficiary shall be referred to the Medical Council, in lieu of the Medical Panel, for reexamination and such Medical Council shall make the determination and certification required under the provisions of Chapter 36 of the Milwaukee City Charter for reexaminations.



## **ARTICLE 16**

### ***LIFE INSURANCE***

#### 1. Active Service Life Insurance Benefits

##### a. Amount of Life Insurance Coverage

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

##### b. Adjustment of Coverage

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

##### c. Conditions and Eligibility for Election of Coverage

(1) Subject to the terms and conditions provided in subsections 1.c.(2) through 1.c.(6) of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1.a., above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his initial date of employment with

the City.

- (2) The election of life insurance coverage shall be in a manner prescribed by the City.
- (3) An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- (4) An employee shall become entitled to the life insurance coverage provided in subsection 1.a., above, 30 consecutive calendar days following the date he elects such coverage.
- (5) An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.
- (6) An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

d. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1.a. of this Article, above, who elect such coverage, shall pay to the City an amount

equal to \$.21 per month for each \$1,000 of coverage in excess of \$45,000. These payments shall be accomplished by periodic deductions from employees' biweekly pay checks. The City shall make all other necessary payments for the life insurance coverage described in Subsection 1.a. of this Article, above.

2. Retiree Life Insurance Benefits

An employee who commences receiving a service retirement allowance between January 1, ~~2004~~2007, and December 31, ~~2006~~2009, shall be eligible to elect life insurance benefits, hereinafter referred to as "Retiree Life Insurance Benefits," for the period of his/her retirement under the following terms and conditions:

a. Eligibility

In order to elect retiree life insurance benefits, an employee must have at least 20 years of creditable service as a full-time employment member of either the Employees' Retirement System of Milwaukee or the Policemen's Annuity and Benefit Fund of Milwaukee as of the effective date of his/her retirement and be covered by the life insurance benefits provided under this Article to employees in active service immediately prior to that date.

b. Election

- (1) An employee's election of retiree life insurance benefits shall be made within the 30 consecutive calendar day period immediately prior to his/her effective date of retirement and shall be in a manner prescribed by the City. If elected, retiree life insurance benefits shall commence on the employee's effective retirement date.
- (2) An employee eligible to elect retiree life insurance benefits who fails to make such election within the time limit provided in subsection (1), above, shall not be entitled to retiree life insurance benefits.
- (3) An employee eligible to elect retiree life insurance benefits and who elects such benefits in accordance with subsection (1), above, and thereafter

terminates these benefits, for whatever reason, shall as of the effective date of such termination no longer be entitled to retiree life insurance benefits.

c. Amount of Coverage

(1) Employees Less Than Age 65 At Retirement

Until he/she attains age 65, the amount of life insurance coverage for an employee whose age as of the effective date of his/her retirement is less than age 65 shall be equal to  $1\frac{1}{2}x$  his/her annual base salary rate as of the semi-annual adjustment date first preceding the effective date of such retirement, rounded to the next higher \$1,000. Upon attaining age 65 the amount of life insurance coverage shall be reduced to an amount equal to 50% of the employee's annual base salary rate as of the semi-annual adjustment date first preceding the effective date of his/her retirement, rounded to the next higher \$1,000.

(2) Employees Age 65 or Older At Retirement

The amount of life insurance coverage for an employee whose age as of the effective date of his/her retirement is 65 or older shall be equal to 50% of his/her annual base salary rate as of the semi-annual adjustment date first preceding such retirement date, rounded to the next higher \$1,000.

For purposes of interpretation and construction of the provisions of this subsection, the term "semi-annual adjustment date" shall mean either January 1 or July 1 of the calendar year in which the employee's effective date of retirement occurs, whichever is applicable.

d. Optional Reduced Life Insurance Coverage for Retirees

(1) Eligibility for retiree life insurance benefits, the amount of retiree life insurance coverage, the cost of retiree life insurance coverage shared between the City and the employee, and all other terms and conditions applicable to retiree life insurance benefits shall continue to be as

prescribed from time to time by the City.

- (2) Except as provided in paragraph 2.d. subsection 3, hereof, an employee eligible for retiree life insurance coverage who elects such coverage must elect the maximum amount of coverage to which he/she is entitled.
- (3) An employee who commences receiving a Service Retirement Allowance during the term of this Agreement and who is eligible for retiree life insurance coverage shall be eligible to elect an amount of coverage less than the maximum amount of coverage prescribed by the City in lieu of such maximum amount, subject to the terms and conditions hereinafter provided (such coverage shall be termed "Reduced Coverage"):
  - (a) An employee may elect Reduced Coverage at the time of retirement or commencing with the second January 1 following the employee's effective retirement date within the 30-calendar-day period immediately preceding January 1 of the calendar year. Such election shall be in writing on a form prescribed by the City and shall be submitted to a City-designated administrator within time limits prescribed by the City. Once elected, the amount of an employee's Reduced Coverage shall remain unchanged except as provided in paragraph 2.d.(3)(b), below.
  - (b) An employee or retiree eligible for Reduced Coverage may modify the amount of his/her retiree life insurance coverage (either Maximum Coverage or Reduced Coverage) for a calendar year by executing a change of coverage form prescribed by the City within the 30-calendar-day time period immediately preceding January 1 of the calendar year (but not earlier than the second January 1 following the employee's effective retirement date), in accordance with procedures established for this purpose by the City. In no event

shall the modified amount of coverage exceed the maximum amount of coverage prescribed by the City.

- (c) Election of Reduced Coverage or modification to Reduced Coverage or Maximum Coverage during the 30-calendar-day period immediately preceding January 1 of the calendar year, as provided herein, shall become effective on January 1 of the calendar year.
- (d) The amount of Reduced Coverage shall be in units of \$1,000.
- (e) An employee or retiree, age 65 or older, shall not be eligible to elect or maintain Reduced Coverage.
- (f) The provisions of paragraph 2.d.(1) shall apply to Reduced Coverage.

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

- (4) The provisions of paragraph 2.d., hereof, represent the only changes to retiree life insurance benefits provided to employees by the City.

e. Cost of Coverage

Until he/she attains age 65, an employee electing coverage hereunder shall pay 100% of the premium cost associated with such coverage, less an estimated dividend determined solely by the City. The retiree shall have such cost deducted from his/her monthly pension check. The City will assume 100% of the premium cost associated with the coverage provided hereunder when the retiree is 65 or older.

3. Conditions and Limitations on Active Service and Retiree Life Insurance Benefits

- a. An employee eligible to elect life insurance coverage hereunder must elect the maximum amount to which he/she is entitled.
- b. Life insurance benefits shall be subject to all terms and conditions contained in the effective contract between the City and its life insurance carrier.

4. Right of City to Change Carrier

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

## **ARTICLE 17**

### ***HEALTH INSURANCE***

#### 1. Benefits

##### a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the ~~2001-2004~~-~~2003-2006~~ City/MPSO Agreement, including the following changes in these benefits:

- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the carrier providing Basic Plan health insurance benefits) to the requirement that it be performed on an outpatient basis, shall be covered.
- (2) A Utilization Review Case Management Program (UR/CM) shall be established by the City for all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program would be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is

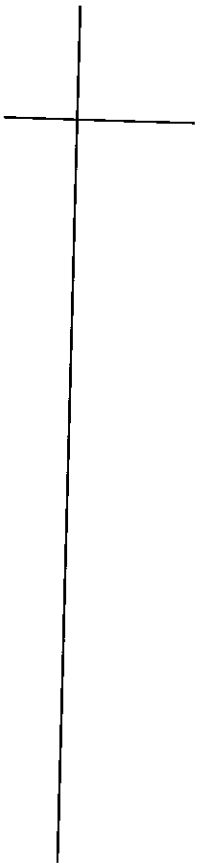


recommended, in accordance with procedures established by the Employee Benefits Manager for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Manager for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure. After the patient informs his/her physician that the proposed elective procedure must be approved by the UR/CM program representative and the physician has contacted such representative, the UR/CM program will determine if the procedure will be approved or denied. If the physician and the UR/CM program representative disagree, discussions between them will continue in an attempt to resolve the disagreement. If discussions over five working days do not resolve the issue, the Employee Benefits Manager shall appoint a local physician who practices in a medical field relevant to the contemplated elective procedure and who is not affiliated with the employee's physician. The second physician's findings shall be submitted

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

- (3) The major medical deductible shall be to \$100 per person, \$300 per family maximum on the Basic Plan.
- (4) Transplant Benefit
  - (a) Medically necessary human to human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review contractor and is subject to the terms and conditions of the Utilization Review program set forth in subsection 1.a.(2). of this Article above.
  - (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.
- (5) The maximum annual benefit per participant for outpatient services for alcoholism, drug abuse and nervous and mental disorders provided in the outpatient department of a hospital, an Outpatient Treatment Facility or a physician's office, that is provided under the "Hospital Surgical-Medical

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and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.

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

(1) Reinstatement from Military Reserve or National Guard Duty

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

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

(b) All Other Active Duty

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

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

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

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

(3) Exclusions From Reinstatement Benefits

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

3. Military Funeral Leaves of Absence

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

4. Induction Examinations

Employees shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the Armed Forces of the United States; such time off with pay shall be granted only for examinations

conducted by a United States military agency.

5. Administration

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

## **ARTICLE 24**

### **VACATIONS**

#### 1. Definitions

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

- a. **Anniversary Date:** The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.
- b. **Active Service:** The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.
- c. **Year of Service:** The duration of time in active service.

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

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

- a. Rates For Calendar Years ~~2004-2007~~, ~~2005-2008~~ and ~~2006-2009~~.

- (1) Eight (8) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of eighty (80) hours per calendar year for an employee with less than seven (7) years of active service.
  - (2) Twelve (12) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of one hundred twenty (120) hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.
  - (3) Sixteen (16) hours for each calendar month of active service up to a maximum of one hundred sixty (160) hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service.
  - (4) Twenty (20) hours for each calendar month of active service up to a maximum of two hundred (200) hours per calendar year for an employee with at least twenty (20) years of active service.
- b. For purposes of pro-rating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during the calendar month.
- c. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in subsection 5 below, shall be limited to the maximums noted in this subsection, above. These maximums are not guarantees; an employee is not entitled to any greater vacation with pay in a



calendar year than that which he/she has earned for that calendar year.

4. Employees must use vacation time during the calendar year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the calendar year for which it was earned shall lose all rights to the unused time off.
5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation for vacation time owed the City deducted from the final pay check. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.
6. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation scheduled during the period of such leave provided the Police Department Administration receives a written advance request to use the vacation, which indicates the time and place of the vacation, and provided further, the employee's private physician has authorized use of this vacation. Injured employees not using vacation scheduled during the period of their leave shall have their unused vacation rescheduled by the Police Department Administration when they return to duty, if it is possible to do so, before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the

dollar value of the remaining unused vacation at the end of the calendar year, computed on the basis of the employee's base salary rate in effect at the time for which the vacation was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Police Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation that the Police Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The vacation carried over shall be used by March 1 of the next following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over vacation shall be subject to availability of the dates requested by the employee, require prior approval by the employee's Commanding Officer and in no way affect the scheduling of other employees' vacations.

7. Employees on authorized sick leave shall have their vacation that was scheduled during such leave rescheduled by the Police Department Administration when they return to duty if it is possible to do so before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused vacation.
8. Employees in active service shall have time spent receiving a duty disability retirement allowance included as years of service for purposes of computing current and prospective vacation benefits.

9. Segmented Vacation Periods

- a. An employee may segment up to all of the portion of his/her maximum annual vacation time entitlement earned under paragraph 3 that exceeds eighty (80) hours into units of one (1), two (2), three (3) or four (4) consecutive eight-hour work days. The aggregate amount of an employee's segmented vacation for a calendar year shall be deemed a segmented vacation period. All other vacation benefits to which an employee is entitled shall be taken in five (5) consecutive eight-hour work day units in accordance with existing Departmental practices.
- b. A segmented vacation period may be used during the time period from January 1 thru and including December 31 of a calendar year.
- c. An employee requesting a segmented vacation period in a calendar year shall, prior to March 15 of such calendar year, notify his/her commanding officer in writing of this fact on a form provided by the City, setting forth thereon the number of segmented days requested. Notification requirements as to the specific dates requested by the employee for his/her segmented vacation shall be as set forth in subsection 9.d., below. An employee failing to comply with this requirement shall not be permitted a segmented vacation period during such calendar year. The Police Department Administration shall have the authority to limit the aggregate number of segmented vacation days requested in the time period provided for in subsection b., above, if it determines that granting additional requests for segmented vacation periods will result in sufficient manpower being available to meet the needs of the Police Service.
- d. For each unit of segmented vacation, the employee shall provide his/her commanding officer with reasonable advance notice indicating the date(s) on which the employee wants to use such unit of segmented vacation; such advance notice shall be provided in writing no later than 72 hours prior to the first day of the segmented unit of vacation. Except for requested segmented vacation dates