

AGREEMENT

Between

THE CITY OF MILWAUKEE

And

MILWAUKEE DISTRICT COUNCIL 48

AFSCME, AFL-CIO

Effective January 1, 2004 thru December 31, 2006

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## **PREAMBLE**

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

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

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

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

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

It is intended by the parties hereto that the employer-employee relationship which exists now and has heretofore existed by and between the City and the members of the Union, who

are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated.

## **ARTICLE 1**

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

- 1.1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2004, and ending at 12:01 a.m. on January 1, 2007, unless both parties agree to extend it beyond that date.
- 1.2. Not earlier than June 15, 2006, nor later than July 1, 2006, the Union shall give the City written notice in accordance with NOTICES Article of this Agreement, indicating areas in a succeeding labor Agreement in which changes are requested; conferences and negotiations shall be carried on by the parties beginning 30 calendar days following the date such notice is provided.

## **ARTICLE 2**

### **NEGOTIATIONS**

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

## **ARTICLE 3**

### **SUBORDINATE TO CHARTER**

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

## **ARTICLE 4**

### **ORDINANCE AND RESOLUTION REFERENCE**

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

## **ARTICLE 5**

### **NOTICES**

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

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

- 6.1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.
- 6.2. The Union recognizes the exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules

except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours, and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this Contract.

- 6.3. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- 6.4. The City has the right to schedule and assign regular and overtime work as required.
- 6.5. The City reserves the right to discipline or discharge for cause.
- 6.6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 6.7. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where the continuation of work would be wasteful and unproductive.
- 6.8. The City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members. The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting. The City agrees it will not lay off any employees who have completed their probationary period and who have regular civil service status at the time of the execution of this agreement because of the exercise of this contracting or subcontracting right except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform this work. The economies above

will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

6.9. The fact that an employee is in, or may become in a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff of an employee or cause the elimination of the job the employee performed.

6.10. When City departments are merged or separated, the City will give the Union reasonable and timely notice and an opportunity to present its position when bargaining unit personnel are involved and affected by the City's proposed action.

## **ARTICLE 7**

### **RECOGNITION**

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

## **ARTICLE 8**

### **UNION NEGOTIATING COMMITTEE**

8.1. The Union shall advise the City of the names of its negotiators. One or more representatives from the Union shall be paid their regular base salary up to a combined maximum of 400 work-hours for time spent in attendance at official negotiating meetings between the City and the Union as directed by the Director of Milwaukee District Council #48, AFSCME, AFL-CIO. No payment will be made for time outside the representatives' normal work day and in no event will payment

be made for time in excess of eight hours per day. Reasonable travel time from site of employment to site of meeting will be allowed.

8.2. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled negotiating meetings to permit notification of the appropriate City departments.

8.3. The City Labor Negotiator shall interpret and administer the provisions of this section.

## **ARTICLE 9**

### **NON-DISCRIMINATION**

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

## **ARTICLE 10**

### **LIMITATIONS UPON UNION ACTIVITY**

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

10.2. No Union meeting shall be held on City time.

## **ARTICLE 11**

### **BULLETIN BOARDS**

11.1. The City will furnish for the Union one bulletin board at each of the agreed locations. The board shall be used only for the following notices:

- (a) Recreational and social affairs of the Union.
- (b) Union meetings.
- (c) Union elections.
- (d) Reports of Union committees.
- (e) Rulings or policies of the International Union.

11.2. Notices and announcements shall not contain anything political or controversial or any thing reflecting upon the City, any of its employees, or any labor organization

among its employees. No material, notices, or announcements which violate the provisions of this section shall be posted.

- 11.3. Any Union-authorized violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin boards.

## **ARTICLE 12**

### **DUES & FAIR SHARE DEDUCTIONS**

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

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

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

## **ARTICLE 13**

### **JOINT LABOR-MANAGEMENT COMMITTEES**

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

A four-member committee, two appointed by the City Labor Negotiator and two appointed by the Union shall meet at the call of any committee member for the

purpose of exploring and, if possible, agreeing on practical means - not inconsistent with department needs and requirements - of giving recognition to the principals of departmental seniority preference in areas of practical application.

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

b. Joint Safety Committee

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

c. Joint Health Care Cost Containment Committee

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

d. Joint Early Intervention Committee

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

e. Joint Labor Management Committee on Reorganized Positions

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

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

An advisory joint committee of equal labor and management representatives

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

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

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

h. Joint Labor Management Committee on CDL 2005 Regulations.

An advisory committee comprised of an equal number of labor and management representatives shall be established to discuss the CDL changes for 2005. The committee will make advisory recommendations to the City Labor Negotiator.

## **ARTICLE 14**

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

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

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

14.2. Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately order its members to return to work in writing, provide the City with a copy of such an

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

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

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

## **ARTICLE 15**

### **DISCIPLINE**

15.1. When it becomes necessary to institute disciplinary action, terminate, or discharge an employee who is a member of the bargaining unit, the City will give notice to the Union before taking action, except when in the judgment of the supervisor emergency action is necessary. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision has no application to a situation in which a warning letter is issued to an employee. The purpose of a

warning letter is to notify the employee to correct deficiencies in conduct or job performance before discipline becomes necessary. Further, this provision is not to be construed as requiring a meeting with the Union except as provided in the grievance procedure of the contract.

- 15.2. Notice for non-emergency disciplinary situations shall not be subject to the provisions of NOTICES Article of this Agreement, requiring "certified mail," but shall be given, if during business hours, by the most expeditious means, to the Staff Representative or Liaison assigned to that Local at the Union office; or, if they are unavailable, to the President of the Local Union. For purposes of this section, a message left by the City on the voice mail of the Staff Representative or Liaison assigned to that Local shall constitute one of the expeditious means of notification. Thereafter the notice is to be confirmed in writing within twenty-four (24) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.
- 15.3. Any discipline imposed on an employee who is not subject to the jurisdiction of the City Service Commission shall be for just cause only, as defined in Rule XIII, Section 5, of the City Service Commission and other such appropriate rules.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

- 16.1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
- 16.2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative, within thirty (30) working days of either the occurrence of the incident leading to the grievance or the Union's knowledge of such incident, whichever is later.
- 16.3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Head or his/her designee within ten (10)

working days of the completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the or Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance.

16.4. Step Three. If the grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the department head or his/her designee who shall confer with the aggrieved and the Union and notify the aggrieved and the Union of a decision in writing within ten (10) working days from the date of such meeting.

16.5. When a grievance meeting is held at the third step of the grievance procedure, a named employee who has filed a grievance, and the Union official or representative whose presence for the purpose of giving testimony is required, shall be given notice of at least twenty-four (24) hours before a meeting is held unless the grievant and the Union waive the requirement of this notice.

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

16.7. Step Four.

If the answer of the Department Head or his/her designee upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees within 20 working days of the receipt of the letter from the Union to the City Labor Negotiator advancing the grievance to arbitration.

The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until such meeting has occurred or the parties by written agreement have waived such meeting. The City Labor Negotiator or his/her designee shall notify

the Union of its decision in writing within 10 working days from the date of such meeting. If the Union has not received notification from the City Labor Negotiator within 10 working days from the date of such meeting, the City's third step disposition shall be considered to be upheld by the City Labor Negotiator and the Union may proceed with the arbitration process.

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

## **ARTICLE 17**

### **ARBITRATION PROCEDURE**

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

the request to proceed to arbitration, appoint one arbitrator and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairperson, who shall be selected in the manner and in the time specified for the selection of a single arbitrator.

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

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

- 17.7. No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall cease. This provision, however, shall not affect any arbitration proceeding which was properly commenced prior to the expiration or termination of this Agreement.
- 17.8. In addition to all matters presently subject to arbitration, the Union shall have the right to submit all matters of discipline and discharge to arbitration in the same

manner as now is being done for other arbitrable issues. If an employee elects to have their discipline or discharge case heard by the City Service Commission under the provisions of Section 63.43 or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived their right to arbitration.

- 17.9. The arbitrator selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall hear evidence that in their judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.
- 17.10. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.
- 17.11. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- 17.12. The arbitrator shall expressly be confined to the precise issue submitted for arbitration and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- 17.13. All expenses involved in the arbitration proceeding shall be borne equally by the

parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with the proceeding shall be borne by the party at whose request the witnesses or depositions are required.

## **ARTICLE 18**

### **SENIORITY FOR LAYOFF PURPOSES**

#### **18.1. Effective Date**

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

#### **18.2. Seniority**

- a. Seniority for layoff purposes is defined as the relative status of an employee in a particular job and job title within a department represented by the Union, based upon the employee's regular appointment date to such job, or the date he/she transferred to such job on a City Service Commission approved transfer except that:

- (1) The seniority date of employees who, prior to August 5, 1990, are promoted to a management or supervisory position not covered under 18.2.f. of this Article or transferred or promoted to a position represented by another bargaining unit not covered by 18.24. of this Article and who return to a position in the bargaining unit prior to December 31, 1990, shall be adjusted to exclude any time spent in a position not represented by the Union. Thereafter, the seniority date of such employee who returns after December 31, 1990, shall be determined pursuant to 18.2.a(2).
- (2) The seniority date of employees who, on or after August 5, 1990, are promoted to a management or supervisory position not covered under 18.2.f. of this Article or transferred or promoted to a position represented by another bargaining unit not covered under 18.24. of this Article, shall be based upon the employee's date of return to a position represented by the Union.

- (3) The seniority date of employees who, as a result of loss of grant funds, return from a position not represented by the bargaining unit to a position in the bargaining unit shall be adjusted to exclude any time spent in a position not represented by the Union.
- (4) The seniority date of employees who, on or after January 20, 1998, are employed for an average of forty (40) hours per pay period on a regular basis shall be adjusted to exclude forty (40) hours per pay period for each such pay period following the execution date of this Agreement. Adjustments shall be made by the Department of Employee Relations using their administrative procedures. This paragraph does not apply to employees affected by seasonal layoffs.
- b. For the time period that an employee is covered under 2.f. of this Article, such employee's time in management during that time period shall not be used to adjust his/her date to such job pursuant to 2.a. of this Article.
- c. In case of a reduction of an affected employee to a lower classification, the seniority the affected employee had in other job titles and jobs within both the bargaining unit and the department will be added. The term, "lower classification," shall mean any classification having a maximum step pay rate (excluding special attainment steps) less than the maximum step pay rate of the classification the affected employee occupied immediately prior to the reduction.
- d. Subsections a. and c. shall be subject to the terms and conditions provided in section 18.24, hereof.
- e. Where general job titles exist and are involved in a prospective layoff, the uniqueness of a "job" will be determined by the City on the basis of whether it is the City's current practice generally to conduct separate examinations for entry into the positions or the employees have customarily entered the position by City Service administrative promotions, or extensive specialized training in excess of five (5) months is required after appointment.
- f. In the event of a seasonal layoff of an employee with seniority status in this

bargaining unit and management, the employee will continue his/her layoff/recall rights as historically exercised in the department. An employee shall no longer exercise such seniority bumping rights after working a full calendar year in management.

### 18.3. DPW Main Division Status

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

- a. An employee initially hired by DPW prior to 1985 who spent the majority of his/her DPW Labor Pool work time in a DPW Division(s) other than the Division of Sanitation between April 1 and October 31, inclusive, during the time period comprising the 1984, 1985 and 1986 growing/construction seasons shall be deemed to have "Main Division" status in the DPW Division where he/she worked the majority of time during that period.
- b. An employee initially hired by DPW prior to 1985 who spent the majority of his/her DPW Labor Pool work time in the Division of Sanitation between April 1 and October 31, inclusive, during the time period comprising the 1984, 1985 and 1986 growing/construction seasons shall be deemed to have Sanitation "Main Division" status.
- c. An employee initially hired by DPW in 1985 or 1986 shall be deemed to have "Main Division Status" in the DPW Division where he/she worked the majority of time between April 1 and October 31, inclusive, during the time period comprising the 1985 through 1987 growing/construction seasons.
- d. An employee initially hired by DPW in 1987 or thereafter shall have his/her "Main Division" status determined in accord with subsection 18.2.a.
- e. An employee who transfers into a DPW Division on a City Service Commission "approved transfer basis" shall be deemed to have "main division" status in that division.
- f. An employee who receives a regular appointment to a special laborer or crew leader classification shall be deemed to have "main division" status in the division

in which he/she holds that special laborer or Crew Leader title.

- g. An employee who does not work in his/her "main division" for two consecutive seasons shall have his/her "main division" status redetermined by the City based on his/her overall record in the DPW Labor Pool.

#### 18.4. DPW Labor Pool

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

#### 18.5. DPW Labor Pool Recall

- a. A DPW Labor Pool employee with Forestry, and Infrastructure "Main Division" status shall be recalled for the season by seniority to a vacancy in any of the divisions represented by the Union. When a DPW Labor Pool employee elects to waive recall to a DPW division other than his/her main division or Infrastructure Services Section and agrees to wait until jobs open in his/her main division, the City will temporarily not challenge unemployment compensation, so long as additional recalls in the employee's main division are projected for that season.
- b. In a reduction in force, City Laborers (Seasonal) who have less than eight months of service shall not be permitted to displace other City Laborers (Seasonal) who are employed in other division.

#### 18.6 For the purpose of layoff, up to three (3) local officers of the Union (the president and two additional officers designated by the Union) shall have seniority preference over all other employees in their particular job and job title within the department.

#### 18.7. Should the City find it necessary to effect a reduction in its work force, it shall give the Union notice and in no case less than four (4) weeks prior to the effective date of the layoff of the initially affected employees. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the affected job classification. At this meeting, the Union will identify those employees who are subject to the terms of section. 18.6., above.

- 18.8. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.
- 18.9. When seasonal layoffs and subsequent bumps occur in DPW divisions whose employees are represented by the Union, the notification and meeting requirements applicable to the City in sections 18.7. and 18.8., above, shall not apply.
- 18.10. When seasonal layoffs or recalls occur in classifications where subsequent layoffs or recalls are likely or in work activities in which the last work will be performed in subsequent weeks, the City shall have the right to lay off or recall employees out of their order of seniority for a period of up to twenty (20) work days.
- 18.11. When it becomes necessary to reduce the work force in a particular job, the employee with the least seniority in the job and job title within the department shall be laid off and bump the least senior employee holding a job and job title within such department which the affected employee previously held if:
- a. The affected employee has more seniority;
  - b. The affected employee is capable of performing the job of the employee with lesser seniority; and
  - c. The affected employee transfers or bumps to a position in the same or a lower pay range.
- 18.12. When an employee with insufficient seniority has, in the judgment of the City and the Union, an obvious ability to perform a related job within the same division in the same or lower pay range held by an employee or employees with lesser seniority than the employee, the City and Union may discuss and determine placement of the affected employee in such job. When these conditions are met and the City and the Union are in a disagreement, an affected employee who meets minimum City Service Commission qualifications shall be given an appropriate qualifying examination and/or appropriate physical examination as the case may be. This exam shall only be given if the City

receives a written request for it from the employee within two weeks of the date the employee received his/her layoff/transfer notice. The employee shall be allowed to take a transfer or bump if he/she achieves a passing grade on the exam.

- 18.13. An employee with no other recourse by reason of seniority to secure a position under sections 18.11. or 18.12. may bump an employee with lesser seniority in a job within the department within the title of:

City Laborer (Seasonal)  
City Laborer (Regular)

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

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

18.15. Breaks in Seniority

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

- (6) Is recalled from a layoff and does not report for work within three (3) calendar weeks; or
- (7) Does not return at the expiration of a leave of absence; or
- (8) Successfully completes the probationary period for a position outside the Union bargaining unit, except as provided in subsections 18.2.f. and 18.24.

b. Classification seniority shall be broken when an employee:

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

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

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

18.17. When an employee who has been reduced in rank from a position they previously held, is recalled to a job classification in a pay level above their current position but lower than the pay levels of the original position, they will be paid at a rate nearest the rate paid in the original position. In no event shall an employee by application of this clause, be paid in excess of the rate of pay they were earning prior to their reduction. This paragraph will not apply to the laborer and other

positions now covered by the "time in grade" rules for positions affected by seasonal fluctuations. Effective with the 1993-1994 winter season, all employees holding seasonal positions, including Public Works Inspectors, bumping into a lower level position shall be placed in the appropriate pay step of such lower level position based on time-in-grade rules provided that the employee had not previously been advanced to a higher pay step under the terms of the prior labor agreement.

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

service in the program or project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the protection of the provisions of this Article upon mutual consent of the City and the Union.

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

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

- b. Each of these departments or divisions of departments listed above, will be administered as a separate unit for purposes of seniority in case of layoff except as follows:

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

Development or Building Inspection; whichever is appropriate, for purposes of determining relative seniority for layoff purposes within the Department of Neighborhood Services.

18.24. Inter-Union Bumping

- a. Except as provided in subsection 18.24.b., below, there shall be no bumping of employees between positions represented by the Union and positions in a WERC-certified bargaining unit represented by another union.
- b. Bumping of employees between positions represented by the Union and positions in a WERC-certified bargaining unit represented by another union shall be limited to the below-listed WERC-certified bargaining units and shall only be permitted if and when either:
  - (1) The seniority/bumping provisions of the effective labor contract between the City and the other union listed below specifically allow for inter-union bumping; or
  - (2) Such contract does not contain a specific seniority/bumping provision but during its effective term continues the practice of allowing employees in the Union bargaining unit to take seasonal promotions to positions it is certified to represent.

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

- (1) Public Employees' Union Local #61

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

- (2) Joint Bargaining Unit District Council 48, AFSCME/Local #139, International Union of Operating Engineers;  
Inter-union bumping limited to employees who have been or will be

seasonally promoted to positions in this bargaining unit.

(3) Milwaukee Building and Construction Trades Council

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

Bumping of employees in positions represented by the Union to positions represented by another union as permitted hereunder shall be governed by the applicable bumping rules (including unwritten rules established and maintained by practice) in the effective labor contract between the City and the other union, including limits on the number of positions, and their location/description, to which such employees may bump. From time to time, if the City and any of the above-listed four WERC-certified bargaining units negotiate new inter-union bumping rights, or changes in existing bumping rights, affecting the positions they are certified to represent in effective labor contracts they have with the City, then those provisions shall govern the bumping rights employees covered by this Agreement have to positions in those other bargaining units.

## **ARTICLE 19**

### **BASE SALARY**

- 19.1. The biweekly base salary paid to an employee in classifications covered by this Agreement shall be as set forth in Appendix A as attached. The rates in Appendix A effective Pay Period 1, 2004, shall reflect a 3.0% across the board increase over Pay Period 26, 2003 wage rates; the rates effective Pay Period 1, 2005, shall reflect a 3.0% across the board increase over Pay Period 26, 2004 wage rates; and the rates effective Pay Period 1, 2006 shall reflect a 3% across the board increase over Pay Period 26, 2005 wage rates.
- 19.2. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with HOURS OF WORK Article of this Agreement.

- 19.3. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.
- 19.4. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.
- 19.5. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes, in respect to retroactive wages payable under the terms of this Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no later than 60 days from the execution date of this Agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.
- 19.6. Effective as soon as administratively practicable after the execution date of this Agreement, the City shall provide a one-time \$100 non-pensionable lump sum payment to current City employees represented by the Union as of September 21, 2004 and seasonally laid off employees.

## **ARTICLE 20**

### **HOURS OF WORK**

- 20.1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period as assigned. As far as is practicable, this work day shall conform with the established hours of business. This conformity shall not interfere with the special time schedules governing departments operating more than eight (8) hours in each calendar day, nor shall this provision be construed as prohibiting the creation of part-time employment or the establishment of rotating, staggered, or shortened work periods.
- 20.2. The normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays

and Sundays, this work shall not constitute overtime work as defined in the OVERTIME Article of this Agreement as long as any change in an employee's work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in OVERTIME Article so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.

- 20.3. "Time Worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other period for which the employee was compensated, including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.
- 20.4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided.

## **ARTICLE 21**

### **OVERTIME**

- 21.1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in HOURS OF WORK Article of this Agreement, or for work performed on holidays, which, within established limits, is compensated for in extra time off or in extra pay. Overtime compensation will only be paid for time actually worked.
- 21.2. It is the intention of the City to incorporate into this labor agreement the overtime pay benefits which are provided to employees and the terms and conditions under which they are administered. If there is a conflict between the terms of this article and a City Ordinance pertaining to overtime pay in effect at the time this contract is

ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.

21.3. All employees in the bargaining unit except Professional and Administrative Inspectors, Pay Ranges 560 through 565 shall be eligible for overtime compensation.

21.4. Overtime compensation shall be as follows:

a. Compensatory Time:

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

b. Cash Overtime:

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

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

- (2) Cash overtime may be authorized and paid at the rate of 1.56 times the actual overtime hours worked by the Board of Harbor Commissioners for employees in the Operating Division of the Port of Milwaukee when

necessary to meet the general emergencies and conditions which arise in port operations.(3) Cash overtime may be authorized by the Commissioner of Public Works at his discretion and paid at the rate of 1.56 times the actual overtime hours worked for operating and Maintenance employees of the Department of Public Works during declared emergencies and for employees in the Custodian and Heating and Ventilating Mechanic classifications and Security Guard in the Operations Division of the Department of Public Works

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

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

Commissioners in the City Hall on Saturday mornings, not to exceed 17 Saturday mornings in even numbered years; when neighborhood registration offices are not open.

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

c. Special Overtime Compensation:

- (1) On any continuous time worked in excess of twelve (12) hours, twenty-five cents (\$0.25) shall be added to the employee's base salary and the

employee compensated at the rate of either 1.56 hours (employees described in section 21.4(b) (1), (2), or (3) or 1.5 hours (employees described in section 21.4(b)(4) in compensatory time off or in cash.

- (2) For non-scheduled overtime hours which the employee is required to work on Sundays and on holidays designated in this Agreement, the employee shall be compensated at the rate of one and three quarters (1.75) times regular base salary in compensatory time off or in cash. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in section 20.2, Hours of Work. Hours of work affected by this paragraph shall be those which fall on a Sunday or a Holiday.

- 21.5. The Department head or designee shall have the authority to schedule all overtime work to be performed consistent with the provisions of this Article. The City shall have the authority to reduce compensatory time balances.
- 21.6. Application of the provisions of this Article shall not involve pyramiding of overtime; except that rotating shift workers of the Department of Public Works when assigned to the first swing shift in the pumping stations and in filtration plants shall be paid time and one-half (1.5) over 40 hours even though the 40 hours include relief assignments for which time and one-half (1.5) is also paid. However, under no circumstances shall time and one-half (1.5) be paid for sick days.
- 21.7. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

## **ARTICLE 22**

### **SHIFT AND WEEKEND DIFFERENTIAL**

- 22.1. An employee whose normal hours of work fall, in whole or in part, during either the time period beginning at 3:00 p.m. and ending at 11:00 p.m. (second shift) or the time period beginning at 11:00 p.m. and ending at 7:00 a.m. (third shift) shall

be entitled to receive, in addition to base salary, the following "shift differential":

a. Second Shift \$0.40 per hour.

b. Third Shift \$0.45 per hour.

In order for an employee to be eligible for 2nd or 3rd shift premium rates, the employee shall be required to work not less than 4 hours of the regular workday in either the 2nd or 3rd shift, and when such employee satisfies that requirement, the employee's entire workday shall be compensated for at the shift differential compensation as set forth in this subsection.

- 22.2. Shift premium in the above amounts shall be paid for all hours for which an employee would have received a regular shift assignment but for the fact that the employee was on vacation, 09 day, holiday, sick leave or funeral leave.
- 22.3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of \$0.50 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.60 per hour.
- 22.4. An employee performing work under the OVERTIME Article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.
- 22.5. Milwaukee Public Library employees who are employed for an average of twenty (20) hours per week shall be eligible for the benefits provided by this Article.

## **ARTICLE 23**

### **CALL-IN PAY**

- 23.1. An employee, except part-time personnel, who reports for work at a regularly assigned time and who is officially excused and sent home due to lack of work or inclement weather before completing two (2) hours of work shall be credited with two (2) hours of pay at their straight time rate.
- 23.2. An employee who reports to work on a day other than Sunday or a holiday for an

emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME Article of this Agreement.

23.3. An employee who is required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who is officially excused before completing three (3) hours of work shall be credited with three (3) hours of pay at time and three quarters (1.75); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME Article of this Agreement.

23.4. Notwithstanding the provisions of paragraphs 23.1., 23.2., and 23.3., above, an employee in the Housing Management Division of the Department of City Development assigned to the maintenance function in cases where they report for authorized call-ins to unlock doors for tenants unable to enter their locked apartments, shall be credited with a minimum of one (1) hour of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME Article of this Agreement.

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

## **ARTICLE 24**

### **OWED TIME**

24.1. An employee who loses time from work during their regularly scheduled work week because of inclement weather or civil disturbances who is able to report to

work shall be permitted to owe the time lost.

- 24.2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned emergency or other overtime work periods except when excused from assignment for a legitimate reason.
- 24.3. Owed time is to be made up at the rate of time and one-half (1.5).
- 24.4. There shall be a forty (40) hour cap on owed time for City Laborers (Seasonal) after which pay deductions shall be made.
- 24.5. The following shall be applicable to employees in the Infrastructure Division, Electrical Services:
  - a. An employee assigned to work in the Infrastructure Division, Electrical Services who has an owed time balance will be required to report to work on weekends or holidays when called in by the Division. Failure to respond to the Division's phone call will result in docking eight (8) hours from the employee's owed time balance and a corresponding loss in eight (8) hours' pay. Consideration will be given to an employee who has a legitimate excuse for not being able to report for owed time weekend or holiday work. If a dispute arises concerning the definition of "legitimate excuse," then a representative from the Union and a representative from the Labor Negotiator's Office will meet to resolve this dispute. If said meeting fails to resolve the dispute, then the parties will have recourse to the Grievance and Arbitration Procedures of this Agreement.
  - b. The Division recognizes that an employee with an owed time balance who is notified in advance of weekend or holiday work but is unable to report for such work shall have another Division employee with an owed time balance substitute for them. These arrangements shall be the sole responsibility of the notified employee, and the employee's supervisor shall be made aware of the change prior to the close of the last workday before the weekend or holiday shift begins. Failure to make such arrangements and subsequent failure to report for such work shall result in docking eight (8) hours from the employee's owed time

balance and a corresponding loss in eight (8) hours' pay.

- c. The owed time balance listing shall be updated on a bi-weekly basis.
- d. This procedure for reducing owed time balances in the Infrastructure Division, Electrical Services shall be applicable only during the term of this Agreement.

24.6. The following shall be applicable to employees who have an owed time balance and are assigned to work scheduled Saturday overtime or emergency call out overtime in the Forestry Division of the Department of Public Works:

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

shall review the owed time balances of those employees "on call" and such employee with an owed time balance on less than nine (9) hours shall be dropped from the designated on call rotation for that two pay period cycle. Such on call employees will be scheduled for on call duty on a rotating basis from the most recent division listing of owed time balances.

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

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

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

## **ARTICLE 25**

### **SPECIAL PAY PRACTICES**

25.1. City Laborers (Seasonal) shall be eligible, upon appointment, for the following employment benefits:

- a. Salary Increments
- b. Overtime in cash or compensatory time off
- c. Owed time up to a maximum of forty (40) hours, after which pay deductions shall be made
- d. Worker's Compensation
- e. Pay during time off for military induction examinations.
- f. Call-In Pay
- g. Hospital, surgical and major medical insurance as provided under the Health

Insurance Article of this Agreement.

- h. Vacation with pay. Such employees may take vacation time earned after working 2080 hours.

25.2. City Laborers (Seasonal) shall, after twelve (12) months of accumulated service with the City, become City Laborers (Regular) and become eligible for the following additional employment benefits:

- a. Sick leave with pay
- b. Injury pay
- c. Holiday pay
- d. Shift differential pay
- e. Weekend differential pay
- f. Jury duty with pay
- g. Military training leave of absence with pay
- h. Dental Insurance
- i. Group life insurance
- j. Retirement benefits

25.3. A City Laborer (Seasonal) who becomes a regular City employee in any position shall receive credit for up to twelve (12) months of actual service as a regular employee for sick leave purposes. The six(6) month waiting period for sick leave usage shall be waived.

25.4. An employee who is employed for an average of 20 hours per week shall be eligible for the following employment benefits on a prorata basis, but only when and to the extent provided for in this Agreement:

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

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

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

- 25.5. Milwaukee Public Library. The City agrees to recommend that Librarians I who qualify will be promoted in a reasonable length of time. Librarians I and II will be offered promotional exams. There shall be up to 55 Librarian III positions.
- 25.6. Department of Public Works-Infrastructure Services Division. The City agrees to pay Special Street Repair Laborer rate for work on air hammers if the work is performed eight or more consecutive hours.
- 25.7. Department of Public Works, Infrastructure Services Division, Electrical Services Section. Effective Pay Period 26, 2003, when assigned to work on the pole rig crew, an employee in the Laborer (Electrical Services) classification shall be paid at the Special Laborer (Electrical Services) pay rate.
- 25.8. Department of Public Works – Operations Division. An employee in the Operations Driver Worker classification while operating equipment No. 55013 shall be paid at the hourly rate in Pay Range 962.
- 25.9. Department of Public Works – Operations Division. Employees in the Operations Driver Worker classification shall receive an additional two dollars and seventy-seven cents per hour while assigned to operate the Reach All or Hydro Crane.
- 25.10. Department of Public Works – Milwaukee Water Works. The Travel Allowance for Meter Readers – Residential shall be \$3.00 per day.
- 25.11. Department of Public Works – Milwaukee Water Works. The Travel Allowance for Meter Reader - Commercial shall be \$4.00 per day.
- 25.12. Department of Public Works – Milwaukee Water Works. Water Distribution Repair Workers II shall receive a task rate while acting as Water Distribution Chief Repair Workers according to the guidelines outlined in the Milwaukee Water Works Guidelines for Payment of Task Rate to Distribution Repair Worker II, dated November 19, 1981. The task rate shall be the difference in the hourly maximum salary of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker.

- 25.13. Department of Public Works, Infrastructure. When eligible, Asphalt Rakers shall be paid at least ninety-three percent (93%) of the prevailing rate of pay.
- 25.14. Reallocations
- a. Milwaukee Public Library. Effective the next pay period following the execution of this Agreement, reallocate the classification of Automotive Services Specialist from Pay Range 270 to Pay Range 275.
- 25.15. Reclassifications
- a. Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, reclassify two positions of Laborer (ES), Pay Range 230, occupied by Alex Stallworth and Louie Schilling to Equipment Mechanic I, Pay Range 235 contingent upon the addition of the duties of Equipment Mechanic I.
- b. Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, the Special Municipal Equipment Laborer, Pay Range 225 shall be reclassified to a new title as determined by DER, Pay Range 238. This pay rate is in lieu of being rolled up to the Truck Driver classification and takes into account that 40 to 50% of time involves Tow Truck duties.
- 25.16. Re-title of Classifications.
- a. Department of Public Works, Infrastructure Services Division. Effective as soon as administratively practicable after the execution date of this Agreement, the title of Sidewalk Repair Supervisor shall be re-titled to Sidewalk Repair Specialist.
- b. Health Department. As soon as administratively practicable after the execution date of the Agreement, the City shall recommend the following title change to the City Service Commission: one (1) position of Accounting Assistant I, PR 435 employed in the Administration Division of the Health Department to

Personnel Payroll Assistant I, PR 435.

- c. Department of Public Works, Operations Division. Nursery Laborer. City will look at title change for classification of Nursery Laborer.

25.17. The City agrees to conduct the following studies:

- a. Milwaukee Public Library. As soon as practicable after the execution date of this Agreement, the City shall conduct a classification study of the classification of Lead Bookbinder and Bookbinder employed in the Milwaukee Public Library to determine the proper classification.
- b. Health Department. As soon as practicable after the execution date of this Agreement, the City shall conduct a classification study of the classification of Environmental Health Specialist I and II employed in the Consumer Environmental Health Division of the Health Department to determine the proper classification.
- c. Health Department. As soon as practicable after the execution date of this Agreement, the City shall conduct a classification study of the classification of one position of Office Assistant IV, occupied by Marilyn Kirtley, employed in the consumer Environmental Health Division of the Health Department to determine the proper classification.
- d. Department of Public Works: Administration Division. As soon as practicable after the execution date of this Agreement, the City shall conduct a classification study of the following classifications in DPW Administration Services Division, Finance and Planning Section and Payroll Section:
  - Account Assistant I and II
  - Program Assistant II
  - Personnel Payroll Assistant I and II
  - Office Assistant III and IV
- e. Department of Public Works: Administration Division. As soon as practicable after the execution date of this Agreement, the City shall conduct a classification study of the following classifications in DPW Administration

Services Division, Parking, Towing and Enforcement Section:

Office Assistant III and IV, including Clerk II (Field)

Accounting Assistant II

- 25.18. Department of Public Works, Administration Services Division. An Office Assistant II (Pay Range 410), Office Assistant III (Pay Range 425), Accounting Assistant I (Pay Range 435) or Clerk II (Field) (Pay Range 430) assigned to perform the full scope of duties of Tow Lot Attendant for a full shift or assigned to perform the duties of Tow Lot Attendant outside their regularly scheduled shift on an overtime basis shall be rolled up to Tow Lot Attendant, Pay Range 220 for that time period.
- 25.19. Department of Public Works, Infrastructure Services Division. An employee in the Public Works Inspector II classification who was in the Public Works Inspector II classification as of Pay Period 17, 1990 and who was at the maximum step of the Public Works Inspector pay range for at least one year, shall advance to the M-step. Effective Pay Period 17, 2001, individuals in the Public Works Inspector II classification as of Pay Period 17, 1990 who are at the first "M" step, shall be advanced to the second M-step.
- 25.20. Health Department. X-ray Technicians III who have completed at least one year at pay step 5 of Pay Range 340 and who are assigned to the Milwaukee Breast Cancer Awareness Program and holding a certification in Mammography shall be eligible for a sixth step. For the classification of X-Ray Technician III recruitment may be authorized up to the third step of the pay range.
- 25.21. Department of Public Works, Operations Division. An Urban Forestry Crew Leader, Pay Range 282, who attains and maintains a certification by the International Society of Arboriculture as a Certified Arborist will advance one step in the pay range. If the Urban Forestry Crew Leader is already at the maximum step, he/she shall advance one step to a 2004 biweekly rate of \$1,883.36.
- 25.22. Department of Public Works, Milwaukee Water Works. City Laborers (Regular) (PR 220) in the Pipeyard shall be paid as Special Pipe Yard Laborers (PR 230)

while actually performing Special Pipe Yard Laborer duties.

- 25.23. Department of Public Works, Infrastructure Services Division. Effective the next pay period following the execution date of this Agreement, employees in the Sidewalk Repair Supervisor classification (who will be recommended to be retitled to the classification of Sidewalk Repair Specialist) PR555 in the Infrastructure Services Division in the Department of Public Works who have completed one year of service at the 5<sup>th</sup> step shall be eligible to advance annually on their anniversary date to the following steps, provided that the following additional criteria is met:

<u>Step</u>	<u>Biweekly Rate</u>	<u>Criteria Required</u>
M-1	\$1,948.75 (2004 rate)	30 Credits only or 8 yrs of service & 15 credits
M-2	\$2,005.31 (2004 rate)	45 credits only or 10 yrs of service & 25 credits

Credits allowed to meet the criteria for M-step advancement shall be as follows:

- a. Credits obtained in the engineering curriculum of any college or university accredited by the North central Association of colleges and Secondary Schools.
- b. Credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.
- c. At least 75% of the credits used for "M" step advancement must be in engineering related courses.

Prior to that date, benefits shall be as contained in Article 25.23 of the 2001-2002 labor Agreement.

- 25.24. Department of Public Works, Operations Division. An employee in the Automotive Body Repair/Painter Technician, Pay Range 268, position who completes one year of service at the fifth step and has two (2) current ASE Body Repair and Painting Certifications shall be paid an additional step at a 2004 biweekly rate of \$1,719.51.

- 25.25. Department of Public Works, Operations Division. An employee in one of the following classifications in the Operations Division, who attains and maintains a certification by the State of Wisconsin for pesticide application, shall advance one additional step in his/her pay range or if at the maximum step, shall be advanced one step to a 2004 biweekly rate of pay as noted below:

Urban Forestry Specialist (PR 255)	\$1,598.02
Urban Forestry Laborer (PR 230)	1,401.78
Nursery Laborer (PR 238)	1,454.21
Labor Crew Leader II (PR 240)	1,470.97
Equipment Mechanic III (PR 248)	1,534.46
Lead Equipment Mechanic (PR 260)	1,637.73
Equipment Mechanic I (PR 235)	1,437.49

- 25.26. Department of Neighborhood Services

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

Increment One: \$1,795.36 (2004 rate) provided an employee attains and maintains one of above certifications;

Increment Two: \$1,812.25 (2004 rate) provided an employee attains and maintains two of above certifications;

Increment Three: \$1,829.14 (2004 rate) provided an employee attains and maintains all three of above certifications.

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

advance as outlined in a., above.

25.27. Department of Public Works, Infrastructure Services Division.

Employees in the Asphalt Worker classification shall not advance beyond pay step 3 without a CDL license. The City agrees that employees in the Asphalt Worker I classification as of April 7, 1993 who did not have a CDL and were paid higher than the third step of the Asphalt Worker classification and were reclassified to Asphalt Worker in April of 1993 will be soft red circled at their current pay rate. Employees retained because of their seasonal status as an Asphalt Worker shall be paid at the title of Asphalt Worker. The City agrees that two senior Rakers assigned to excavation or planer repair crews will continue to receive Asphalt Raker pay for the season.

25.28. Department of Public Works, Milwaukee Water Works.

Water Distribution Laborers (Auxiliary) shall function as Field Investigator Helpers on a year-round basis on the second and third shifts.

25.29. Department of Administration (ITMD).

Compensation of 1.5X will be granted to a Computer Operator or Computer Programmer employed in the DOA/Information Technology Management Division if a telephone call extends at least two-tenths (12 minutes) of an hour or more in duration during non-working hours contingent on adequate documentation of phone call authorized by a Police Department employee or ITMD management.

25.30. Department of City Development.

Building Maintenance Mechanics in the Central Maintenance and Support Services Section of the Housing Management Division of the Department of City Development who are assigned to second and third shifts shall be paid a \$12.00 per pay period premium while assigned to nighttime troubleshooting responsibilities in public housing projects City-wide.

25.31. Department of Public Works, Operations Division.

Employees in the Custodial Worker II-City Laborer classification in the Operations Division shall receive an additional \$10 per pay period premium while assigned to

rubbish removal at the City Hall Complex. Employees must have had this assignment for at least five working days of the Pay Period to be eligible for this amount.

25.32. Department of Public Works, Operations Division.

The Custodial Worker I assigned on a regular basis to the Fire Department shall be paid an \$8 per pay period premium contingent upon doing scrubbing and waxing.

25.33. Department of Public Works, Milwaukee Water Works.

Water Systems Operators in Charge, Water Chemist I and II and Water Plant Microbiologist I and II must maintain a current State certification as Water Plant Operators in order to retain the extra pay step paid for such certification.

25.34. Department of Neighborhood Services. Effective the next pay period following the execution date of this Agreement, eligibility for the fourth step of Pay Range 589 for employees in the classification of Boiler Inspector II, Building Construction Inspector II, Electrical Inspector II, Elevator Inspector II and Sprinkler Construction Inspector II shall be as follows:

a. Employees who complete at least one year of service at the third step of Pay Range 589 shall advance to the fourth step provided they meet one of the following criteria:

- (1). Have obtained an Associate's degree in civil engineering, architecture, construction management, construction technology or field related closely to construction; or
- (2). Hold a Wisconsin license as a Professional Engineer or Professional Architect; or
- (3). Have successfully completed 60 college credits of which a minimum of 39 credits are engineering-related, architectural design-related, or construction management-related and 9 credits are job-related or engineering-related, architectural design-related, or construction management-related, or

(4). Have 14 years of City service as a Building Construction Inspector and have successfully completed 40 college credits of which a minimum of 26 credits engineering related, architectural design related or construction management related and 6 credits are job related or engineering related, architectural design related or construction management related.

For a. (3) and (4) above, engineering related, architectural design related or construction management related credits allowed to meet the criteria shall be credits obtained in the engineering curriculum, architectural design curriculum or construction management curriculum of any college or university accredited by the North Central Association of colleges and Secondary Schools or credits obtained in college-level engineering, architectural design or construction technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes. Job-related credits shall be credits determined by the Commissioner of Building Inspection as job related.

25.35. Department of Neighborhood Services.

Recruitment for the classifications of Boiler Inspector I, Building Construction Inspector I, Electrical Inspector I, Elevator Inspector I, and Sprinkler Construction Inspector I shall be up to the fourth pay step at the discretion of the Commissioner-Building Inspection.

25.36. Department of Neighborhood Services.

a. An employee in the Department of Neighborhood Services in the classification of Special Enforcement Inspector, Special Compliance Inspector, Building Inspection Enforcement Coordinator, Building Code Enforcement Inspector or Housing Rehabilitation Inspector who completes at least one year of service at the fifth step of his or her respective pay range and who attains and maintains one or more of the following certifications shall receive an increment as specified below provided the employee meets the criteria specified for each additional increment: (a) Uniform Dwelling Code (UDC) Construction certification; (b) pass the National Fire Academy Five Core Courses for the State Fire Inspectors Certification

Program (or State Fire Inspection Certificate when available) and/or (c)

Commercial Building Code Certification. The increment shall be as follows:

Increment One: a biweekly amount equal to 1% over the 5th step pay rate provided the employee attains and maintains one of the above certifications;

Increment Two: a biweekly amount equal to 2% over the 5th step pay rate provided the employee attains and maintains two of the above certifications; and

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

- b. An employee in the Department of Neighborhood Services in the classification of Special Enforcement Inspector, Special Compliance Inspector, Building Inspection Enforcement Coordinator or Housing Rehabilitation Inspector not at the fifth step of their respective pay range who attains and maintains all three of the above specified certifications shall advance one additional step in the pay range. After such employee advances to the fifth step, such employee shall advance as outlined in a., above.

25.37 Milwaukee Public Library. One position of Custodial Worker II-City Laborer, Pay Range 215, employed in the Milwaukee Public Library and permanently assigned to the dock shall be eligible for an additional sixth step with the biweekly rate of \$1,357.82 (2004 rate).

25.38. Milwaukee Public Library. Effective Pay Period 24, 2004, recruitment may be up to the fourth pay step of the Pay Range for individuals in the Librarian III classification (Pay Range 557).

25.39. Department of Public Works, Operations Division. An Urban Forestry Specialist, Pay Range 255, who attains and maintains a certification by the International Society of Arboriculture as a Certified Arborist and/or a certification in Professional Grounds Management and/or a certification by the State of Wisconsin

for pesticide application will advance up to one step in the pay range. If at the maximum step, the employee will advance one step to \$1,598.02 (2004 rate).

- 25.40. Milwaukee Public Library. Employees in the classification of Communications Assistant I, Pay Range 415, employed at the Milwaukee Public Library, shall be eligible to be paid a special 8<sup>th</sup> Step of \$1,273.02 (2004 rate), biweekly after completing one year at the 7<sup>th</sup> step, in view of added duties and responsibilities and will continue to receive across the board increases.
- 25.41. Municipal Court. The City shall pay an additional \$0.50 an hour for the Court Services Assistant III, Court Services Assistant IV or the Municipal Court Clerk II employed in Municipal Court while performing interpreter duties for court proceedings from Spanish to English and vice versa. Effective the next pay period following the execution date of this Agreement, the additional amount shall be increased from \$0.50 per hour to \$1.00 per hour.
25. 42. Department of Public Works, Milwaukee Water Works. An employee in the job classification of Water Plant Laborer (Pay Range 235), Water Maintenance Worker (Pay Range 235) will receive an additional sixty-eight cents (\$0.68) per hour above their current pay rate while assigned lead worker duties for a full shift.
- 25.43. Department of Public Works, Operations Division. Custodial Worker I's or Custodial Worker II-City Laborers in the Operations Division shall be rolled up to the next higher level when assigned to duties in the next higher level for training purposes.
- 25.44. a. Effective January 1, 1995, the "M" step criteria for Pay Ranges 602 is as follows:
- (1) Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.
  - (2) Effective January 1, 1995, employees who complete at least one year of service in the fourth step of Pay Range 602 shall advance annually in Pay

Range 602 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (fifth step)	30 credits
M-2 (sixth step)	35 credits

- (3) Employees who advance or have advanced to the fourth step of the range (regular maximum) upon completion of three years of service at that step subsequent to that date, will be eligible for the fifth step, at the end of the three more years, will be eligible for the sixth step in lieu of the college credit requirement noted above.

- b. Effective January 1, 1995, the "M" step criteria for Pay Ranges 604 is as follows:

- (1) Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.
- (2) Effective January 1, 1995, employees who complete at least one year of service in the fifth step of Pay Range 604 shall advance annually in Pay Range 604 "M" steps on their anniversary date, provided they meet the following criteria:

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

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

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

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

- d. In determining whether an employee is eligible for an "M" step as specified in 1.a., 1.b, and 1.c, above, the City shall use the criteria option of credits only or a combination of credits and years of service that is most beneficial to the employee.
- e. Years of Service as stated herein means years of service with the City.
- f. Credits allowed to meet the criteria for M-step advancement will be as follows:
  - (1) Engineering-related:  
Credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges and Secondary Schools or credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.
  - (2) Non-Engineering Related:  
Credits obtained from any college, university or institute accredited by the North Central Association of Colleges and Secondary Schools.
  - (3) Effective January 1, 1995, of the total credits needed as specified in 1.a., 1.b., and 1.c., above, the following minimum number of credits (cr)

must be in engineering - related (E) courses as specified below. In addition, the following minimum number of credits (cr) must be in either job related (J) or additional engineering-related courses, as specified below. The remainder of the total credits may be in other (O) college credit courses or additional engineering-related (E) or additional job-related (J) courses.

(i) Pay Range 602

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

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

	<u>Credits</u>
M-2 (sixth step)	8 cr. - E
	7 cr. - J or E
	<u>20 cr. - O, J or E</u>
	35 cr. - Total

(ii) Pay Range 604

	<u>Credits Only</u>	<u>Credits &amp; Experience</u>
M-1 (sixth step)	21 cr. - E	9 cr. - E
	3 cr. - J or E	2 cr. - J or E
	<u>6 cr. - O, J or E</u>	<u>4 cr. - O, J or E</u>
	30 cr. - Total	15 cr. - Total
M-2 (seventh step)	28 cr. - E	15 cr. - E
	6 cr. - J or E	4 cr. - J or E
	<u>11 cr. - O, J or E</u>	<u>6 cr. - O, J or E</u>
	45 cr. - Total	25 cr. - Total
M-3 (eighth step)	36 cr. - E	24 cr. - E
	9 cr. - J or E	6 cr. - J or E
	<u>15 cr. - O, J or E</u>	<u>10 cr. - O, J or E</u>
	60 cr. - Total	40 cr. - Total

(iii) Pay Range 606

	<u>Credits Only</u>	<u>Credits &amp; Experience</u>
M-1 (sixth step)	36 cr. - E	24 cr. - E
	9 cr. - J or E	6 cr. - J or E
	<u>15 cr. - O, J or E</u>	<u>10 cr. - O, J or E</u>
	60 cr. - Total	40 cr. - Total

M-2 (seventh step)	45 cr. - E	33 cr. - E
	12 cr. - J or E	8 cr. - J or E
	<u>18 cr. - O, J or E</u>	<u>14 cr. - O, J or E</u>
	75 cr. - Total	55 cr. - Total

- g. A Joint Union/Management Committee consisting of an equal number of Union and Management members and a Department of Employee Relations (DER) designated M-step administrator shall be established. When a question of eligibility occurs relating to a specific course in areas of Communication, Computer Science, Business Law, Law/Real Estate, and/or Statistics - Statistical Process Control (SPC), such Committee shall meet to determine the eligibility of such course.
- 25.45. Pilot Office Support Continuing Education Incentive Program. A Pilot Office Support Continuing Education Incentive Program shall be continued as outlined in the September 16, 1997 City of Milwaukee Proposal and will expire December 31, 2006, unless the parties agree, in writing to an extension. Under this program, an eligible employee who successfully completes an eligible course of at least three credits or eligible courses totaling three credits or more shall receive an incentive payment of \$200. This payment shall not be added to the employee's base pay and shall not be pensionable. An employee may receive a maximum of four incentive payments while working in one job classification title designated by the City and the Union. Employees in the job classifications listed in Appendix C shall be eligible to participate in this Program.
- 25.46. Effective January 25, 1998, increase the biweekly minimum amount from \$5 to \$10 when determining the appropriate pay step for employees who are promoted.
- 25.47. a. Snow and Ice Control Operations Special Pay for Operations Driver Worker represented by Local 423 as of July 1, 2001, or other DPW employees represented by local 33, who are utilized as Snow Drivers in salting and plowing:
- (1) Employees utilized in salting and plowing as Snow Drivers, represented by either Local 423 as of July 1, 2001 or Local 33, shall be paid at the Snow Driver classification pay rate, Pay

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

- (2) Training in the operation of trucks used in snow and ice control operations shall be as determined by the City. Trainees will be paid at their current rate of pay in their current classification for the initial training session. It is the intention of the City that training shall be approximately two (2) days for employees who work as Snow Drivers during snow and ice control operations, except those who are regularly appointed employees of DPW on the seniority list for Operations Driver Worker.
- (3) The Department of Public Works shall maintain its right to assign Snow Drivers out of seniority for up to two days during plowing, limited plowing and/or sidewalk plowing operations. The personnel covered by this are the employees regularly appointed (certified) as Operations Driver Worker. An employee is not out of seniority if he/she cannot be reached or is unavailable. During snow and ice control operations, seniority is on a district and not on a City-wide basis.

b. Snow and Ice Control Operations Special Pay for support personnel employees in the Operations Division:

- (1) For purposes of this section, support personnel employees are the following Buildings and Fleet employees: Fleet Services Section employees; Stock Room or Tire Shop employees in the Administration Section or Garage Attendants, Garage Custodians, Field Service Mechanics, Driver Training Instructors or Communications Assistants III or IV in the Operations Section.

- (2) On a pay period basis, the City shall pay a bonus payment of one dollar (\$1.00) per hour to a support personnel employee for all overtime hours such employee worked during a pay period because of a snow and ice control operation. This bonus payment shall also be paid to Repairs Unit personnel at the Central Repair Garage for any overtime hours worked on repairing snowplow blades and to Repairs Unit personnel at the Southwest Shop for all overtime such employee worked during a pay period on a snow related assignment. For purposes of this section, overtime means authorized work performed outside the regularly scheduled 40- hour work week as defined in the HOURS OF WORK ARTICLE of this Agreement or for work performed for holidays as defined in the HOLIDAY ARTICLE of this Agreement.
- (3) This bonus payment shall not be considered regular pay and shall not be included in the determination of overtime compensation, pension benefits or any other fringe benefit.

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

25.49. Department of Public Works, Infrastructure Services Division. A Public Works Inspector I or II in the Department of Public Works, Infrastructure Division while assigned as the "Resident (Lead) Inspector" to a state funded project for time in

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

25.50. Health Department. Employees in the Environmental Health Specialist II classification in the Health Department who pass the National Fire Academy Five Core courses for the State Fire Inspectors Certification Program (or State Fire Inspection Certificate when available) and who complete at least one year of service in the fifth step of Pay Range 541 shall advance to a new Special Attainment Step of \$1,795.36 (2004 rate). Employees appointed to the Environmental Health Specialist II classification, PR 541, in the Health Department on or after July 1, 2003, who pass the Fire Inspector I exam as presented by the International Code Council and who complete at least one year of service in the fifth step of their Pay Range shall advance to the Special Attainment Step \$1,795.36 (2004 rate).

25.51. Health Department. Employees in the Environmental Health Specialist I classification in the Health Department who pass the National Fire Academy Five Core courses for the State Fire Inspectors Certification Program (or State Fire Inspection Certificate when available) and who complete at least one year of service at the fifth step of Pay Range 530 shall advance to a new Special Attainment Step of \$1,620.53 (2004 rate). Employees appointed to the Environmental Health Specialist I classification, PR 530, in the Health Department on or after July 1, 2003, who pass the Fire Inspector I exam as presented by the International Code Council and who complete at least one year of service in the fifth step of their Pay Range shall advance to the Special Attainment Step \$1,620.53 (2004 rate).

25.52. Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, Employees in the Bridges and Public Buildings Inspector classification in PR 545 in the Department of Public Works Operations Division who have completed one year of service at the 5<sup>th</sup> step shall be eligible to advance annually on their anniversary date to the following steps, provided that the following additional criteria is met:

<u>Step</u>	<u>Biweekly Rate</u>	<u>Criteria required</u>
M-1	\$1,830.27 (2004 rate)	Commercial Building Code certificate <u>and either</u> 30 credits or 8 yrs of service & 15 credits
M-2	1,886.06 (2004 rate)	Commercial Building Code certificate and 45 credits or 10 years of service & 25 credits

Credits that meet the criteria for M-step advancement shall be those as specified in subsection 25.23 of this Article, except that “architectural” credits may be substituted for “engineering” credits.

Employees in the Bridges and Public Buildings Inspector classification who are currently at the 6<sup>th</sup> step of the pay range shall not be required to meet the criteria for M-1 step only. Prior to this date, benefits are the same as specified in Article 25.50 of the 2003 Labor Agreement.

25.53. Port of Milwaukee. For an employee in the classification of Port Maintenance Worker I or II, Port Maintenance Technician I or II, Port Associate, Port Maintenance Technician or Port Mechanic in the Port of Milwaukee the premium rate while operating the lathe or milling machine shall be at \$22.05 (2004 rate) per hour.

25.54. A Heating and Ventilating Mechanic II shall be recruited at the third pay step of the pay range provided the individual has an Associate degree in electronics, mechanical systems, computer technology, air conditioning and refrigeration or

related HVAC/R and mechanical maintenance.

25.55. Pest Control Officer in the Department of City Development

- a. Employees in the Pest Control Officer classification who attain and maintain a 3.0 ornamental and turf license will advance one step in the pay range. If at the maximum step, he/she shall be paid the biweekly rate of \$1,361.97 (2004 rate).
- b. Recruitment of an employee in the Pest Control Officer classification shall be at the second step for those employee who have a 3.0 ornamental and turf license at the time of hire.
- c. Employees in the Pest Control Officer classification who attain and maintain the 3.0 ornamental and turf license and who have completed one year of service at the maximum of the pay range and who have satisfactorily completed the Purdue University's Pest Control Technology Course shall be paid at the biweekly rate of \$1,394.81 (2004 rate).

25.56. Department of Public Works, Operations Division. An employee in the classification of Operations Driver Worker, while assigned as the utility person shall receive an additional \$0.50 cents per hour. This additional amount is pensionable.

25.57. Department of Public Works, Operations Division. Employees in the classification of Field Service Mechanic, Pay Range 270, shall be eligible for a special sixth step of \$1,750.80 biweekly (2004 rate) if one of the following criteria is met:

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

Medium/Heavy Truck areas, including Diesel Engines and Brakes and four Automobile areas, including Engine Performance and Brakes and who have completed one year of service at the fifth step.

- 25.58. Department of Public Works, Infrastructure Services Division. Employees in the classification of Public Works Inspector II, Pay Range 540, shall be eligible for the following two M-steps in addition to the following M-1 step, provided that the following criteria is met:

<u>M-step</u>	<u>Criteria needed</u>
M-step 1: \$1,726.01 (2004 rate)	30 credits only or 8 years of service and 15 credits
M-step 2: \$1,777.79 (2004 rate)	45 credits only or 10 years of service and 25 credits
M-step 3: \$1,831.13 (2004 rate)	60 credits only or 12 years of service and 40 credits

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

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

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

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

%Non-engineering related-credits obtained from any college , university or institute accredited by the North Central Association of Colleges and Secondary Schools.

%Of the total credits needed, a minimum number of credits must be engineering- related (E) as specified below. In addition, the following minimum number of credits (cr) must be in either job related (J) or engineering related courses as specified below. The remainder of total credits may be in (o) other college courses or additional engineering-related

or job-related courses.

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

- 25.59 Department of Public Works, Infrastructure Services Division. Employees in the classification of Inspection Specialist shall be eligible for the same M-steps as Public Works Inspectors II provided they meet the same criteria as established for the Public Works Inspector IIs M-steps.
- 25.60. Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, Garage Attendants when performing service calls and towing shall be paid at the pay rate of the reclassified Special Municipal Equipment Laborer (see article 25.15.b.) in lieu of being rolled up to the Truck Driver classification.
- 25.61. Department of Neighborhood Services. Effective the next pay period following the execution date of this Agreement, employees in the Environmental Health Specialist II classification in the Department of Neighborhood Services who complete at least one year of service in the fifth step of Pay Range 541 and who attain and maintain a (1) Commercial Building Code Certification and/or (2) for employees appointed to the classification prior to July 1, 2003, either completes the National Fire Academy Five Core Course when it was available prior to 1995, or completes and passes the exam for MATC State Vo-tech Fire Inspector Class Part I or passes the Fire Inspector 1 exam as presented by the International Code Council and for employees appointed to the classification on or after July 1, 2003, passes

the Fire Inspector 1 exam as presented by the International Code Council shall advance to one of the following increments provided the employee meets the minimum criteria specified for that increment:

Increment One: \$1,795.36.(2004 rate) provided an employee attains and maintains on of above certifications and

Increment Two: \$1,812.25 (2004 rate) provided an employee attains and maintains all two of above certifications.

25.62 Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, employees in the Vehicles Services Technician classification PR 254, who have completed one year of service at the special 6<sup>th</sup> step and who obtain and maintain at all times the Automotive Service Excellence (ASE) Master Automobile Certification, shall be paid a biweekly rate of \$1,654.08 (2004 rate). This certification consists of a series of tests given by the National Institute for Automotive Service Excellence (ASE). The Master Automobile Certification test currently consists of eight (8) certifications A1 through A8. If there are changes in the ASE program requiring additional certifications to maintain the ASE Master Automobile certification status, the employee must obtain and maintain those certifications to retain this pay rate.

25.63 Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, employees in the Vehicles Services Technician- Heavy classification PR 260, who have completed one year of service at the special 6<sup>th</sup> step and who obtain and maintain at all times the Automotive Service Excellence (ASE) Master Medium/Heavy Certification, shall be paid a biweekly rate of \$1,695.00 (2004 rate). This certification consists of a series of tests given by the National Institute for Automotive Service Excellence (ASE). The Master Medium/Heavy Certification test currently consists of seven (7) certifications T2 through T8. If there are changes in the ASE program requiring additional certifications to maintain the

ASE Master Medium/Heavy certification status, the employee must obtain and maintain those certifications to retain this pay rate.

25.64 Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, employees in the Automotive Maintenance Mechanic classification PR 260, who have completed one year of service at the special 6<sup>th</sup> step and who complete and maintain at all times the State of Wisconsin Structural Welding certificate, including any renewals if required, shall be paid a biweekly rate of \$1,695.00 (2004 rate).

25.65 Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, employees in the Automotive Electrician classification PR 260, shall be paid a biweekly rate of \$1695.00 (2004 rate) provided they meet the following three criteria:

- (1) Have completed one year of service at the special 6<sup>th</sup> step;
- (2) Obtain and maintain at all times two Automotive Service Excellence (ASE) certifications of T-6 and A-6 (The National Institute for Automotive Service Excellence (ASE) gives the two ASE certifications.); and
- (3) Obtain and maintain at all times an Electronic Technology certificate in Basic Electronics from MATC or from another accredited school approved by the City or obtain and maintain at all times a related certificate as determined by the City from an accredited school approved by the City.

25.66 Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, employees in the Fluid Power Systems Technician classification PR 262, shall be paid a biweekly rate of \$1,716.59 (2004 rate) provided they have completed one year of service at the special 6<sup>th</sup> step and they meet one of the following:

- (1) Obtain and maintain at all times a certificate in Fluid Power Maintenance from MATC or another accredited school approved by

the City or obtain and maintain at all times a related certificate as determined by the City from an accredited school approved by the City; or

- (2) Have an Associates Degree in Fluid Power Technology, or related field as determined by the department, from an accredited school approved by the City.

25.67 Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, individuals who have a current Automotive Service Excellence (ASE) Master Automobile certification at time of their regular appointment to the Vehicle Services Technician classification may be paid at the second step of the pay range. Employees in the classification of Vehicle Services Technician who obtain an ASE Master Automobile certification after their regular appointment to that classification and before they reach the 5<sup>th</sup> step of their pay range, shall advance to the next higher step of their pay range effective the next pay period following their submission of their ASE Master Automobile certification to the Department.

25.68 Department of Public Works, Operations Division. Effective the next pay period following the execution date of this Agreement, individuals who have a current ASE Master Medium/Heavy certification at time of their regular appointment to the Vehicles Services Technician-Heavy classification may be paid at the second step of the pay range. Employees in the classification of Vehicle Services Technician-Heavy who obtain an ASE Master Medium/ Heavy certification after their regular appointment to that classification and before they reach the 5<sup>th</sup> step of their pay range, shall advance to the next higher step of their pay range effective the next pay period following their submission of their ASE Master Medium/Heavy certification to Department.

## **ARTICLE 26**

### **TERMINAL LEAVE**

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

## **ARTICLE 27**

### **AUTOMOBILE ALLOWANCE**

- 27.1. Mileage incurred on official City business by an employee authorized to be reimbursed for the use of a private automobile shall be made once per month based on the rate schedule listed in Appendix B.
- 27.2. The Base Amount (Flat Amount) shall be \$29.00 per month for calendar years 2004, 2005 and 2006.
- 27.3. Notwithstanding the provisions above, eligible employees in the following classifications shall receive a minimum monthly automobile reimbursement, even though no actual miles may be driven, as generated by the formula in Appendix B as follows:

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

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

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

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

Property Appraiser and Senior Property Appraiser in the Assessor's Office:	250 miles per month
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Public Works Inspector I and II, Sidewalk Repair Technician Sidewalk Repair Supervisor and Inspection Specialist in the Department of Public Works:	201 miles per month
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Public Health Educator, Health Education Assistant, Nutritionist and Dietetic Technician in the Health Department:	175 miles per month.
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Employees employed in the Health Department in the classifications of Program Assistants assigned to the Keenan Health Center, the Northwest Health Center or South Side Health Center shall be required to have an automobile available and shall be eligible for the same minimum monthly automobile allowance as provided employees in the classification of Public Health Educator, Health Education Assistant, Nutritionist and Dietetic Technician.

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

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

## **ARTICLE 28**

### **CLOTHING ALLOWANCE**

- 28.1. Losses, including claims pending on the date of this contract, limited to \$500.00 for wearing apparel or tools, sustained by an employee in the Department of Public Works or a custodial and maintenance employee in any other City department while so employed, will be considered for reimbursement by a committee of three (3) selected by the Commissioner of Public Works and the committee for other City departments selected by the Division of Labor Relations.
- 28.2. Assessor's Office  
The City shall provide an annual clothing allowance of \$75 to Property Appraisers in the Assessor's Office.
- 28.3. Department of City Development  
a. The Department of City Development shall have raingear available to the maintenance staff of the Housing Management Division.  
b. Department of City Development (DCD) Uniform Allowance Program  
(1) Initial Allowance  
The initial issue for all newly appointed maintenance employees in the

Housing Management Division shall comprise of the following items:

- ten shirts
- one summer jacket with zip out liner
- one winter parka

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

(2) Replacement Allowance

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

(3) This Uniform Allowance benefit is granted in recognition of security concerns of the DCD.

(4) The Department reserves the right to establish rules and procedures governing the use, care and replacement of uniforms. Employees covered by uniform allowance benefit are required to wear the uniform in accordance with departmental rules. Employees shall be required to wear either dark colored jeans or dark colored work pants.

(5) A \$50 clothing cleaning allowance shall be continued.

28.4. Health Department

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

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

2 Work Trousers

2 Long Sleeved Work Shirts

2 Short Sleeved Work Shirts

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

1 Baseball Cap

For Heating and Ventilating Mechanics and Mechanic Helpers:

2 Work Trousers

2 Long Sleeved Work Shirts

2 Short Sleeved Work Shirts

1 Winter Coat

1 Jacket (Ike style)

1 Jacket Liner

1 Mutton Cap

1 Baseball Cap

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

28.5. Milwaukee Public Library

The City shall provide coveralls on an as-needed basis to Custodial Workers II and III

in the Milwaukee Public Library.

28.6. Department of Neighborhood Services

- a. The clothing allowance for certain employees in the Department of Neighborhood Services shall be provided as follows:
  - (1) For purposes of this subsection, eligible employees shall be defined as employees in the following classifications: Building Construction Inspectors I and II, Boiler Inspectors I and II, Electrical Inspector I and II, Building Construction Inspector Interns, Elevator Inspectors I and II, Sprinkler Construction Inspectors I and II, Building Code Enforcement Inspectors, Building Inspection Enforcement Coordinators, Special Enforcement Inspectors, Code Enforcement Inspectors I and II, Code Enforcement Interns, Housing Rehabilitation Inspectors, Special Compliance Inspectors, Environmental Hygienists, Environmental Health Specialists I and II, Nuisance Control Officers I and II and Environmental Enforcement Officers in the Department of Neighborhood Services.
  - (2) The City shall provide, as soon as administratively practicable, an initial issue of one jacket with liner with a department logo on each and three (3) shirts with a department logo to eligible employees appointed after the execution date of this Agreement.
  - (3) The City shall provide a clothing issue of three (3) shirts with a department logo per calendar year and a clothing cleaning allowance of seventy-five (\$75) per calendar year to eligible employees, except not in the same calendar year that an employee was provided an initial issue of clothing. For eligible employees represented by Local 381, if the department offers to provide a designated sweater as an option in lieu of one of the 3 shirts provided by the City during a calendar year, an employee may elect such sweater with a department logo in lieu of one of the three shirts provided by the City for that year.
  - (4) Employees who are terminated or discharged shall be required to return all

logo clothing items.

- (5) Eligible employees must either wear the clothing specified above or the dress requirements as specified by the department, except when an inspector appears in court, the inspector shall wear a business suit or sport coat and slacks with a dress shirt and tie or blouse as appropriate. All inspectors will be required to comply with the dress requirements unless otherwise agreed to.
- b. Effective as soon as practicable after the execution date of this Agreement, if an employee in the Department of Neighborhood Services elects to have an approved shirt or sweater with a department logo, in addition to the clothing items provided by the department, the department shall pay for the amount relating to adding the department logo.

28.7. Police Department

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

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

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

Police Department.

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

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

28.8. Port of Milwaukee

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

28.9. Department of Public Works, Administration Division

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

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

Shirts-4

Coveralls, winter- 1 pair

Rain gear, 1 set

Boots(rubber), 1 pair

Gloves, 2 pair (winter and summer)

Winter jacket

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

- (2) Replacement Clothing. After the initial issue, the Administration Division shall provide an annual issue of one shirt to eligible employees. The Division shall replace the remaining items of initial issue listed

above whenever such articles have been condemned on account of normal wear and tear. The employee shall be required to turn in the condemned article to the designated supervisor.

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

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

28.10. Department of Public Works, Buildings and Fleet Division

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

required wear year-round. Two pairs of coveralls may be provided in lieu of bib-type overalls and shall be required wear year-round. Effective the next pay period following the execution date of this Agreement, the bib overalls shall be replaced with a clothing allowance of \$110 to Bridge Laborers I and II and Bridge Laborer Crew Leaders in the Buildings and Fleet Division, Buildings Section.

- f. The Buildings and Fleet Division shall provide an annual clothing issue of the following items:

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

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

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

28.11. Department of Public Works, Forestry Division

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

Equipment Mechanics. This allowance is in lieu of providing coveralls.

28.12. Department of Public Works, Infrastructure Services Division

- a. The City shall provide an annual glove and coverall allowance of \$110 dollars per calendar year to all employees who work in the Field Operations Section in the Infrastructure Division at least 13 pay periods in a fiscal year and \$55 per year for such employees who work at least 6 pay periods but less than 13 pay periods in a fiscal year, except that this allowance shall not be provided to Sewer Maintenance Schedulers and Public Works Inspectors. This allowance is in lieu of the City providing gloves and coveralls and is to be used for the purchase of insulated gloves and coveralls. In addition, this allowance is in lieu of shop coats to employees in the Canal Street stores.
- b. The City shall provide disposable clothing to the Instrument Recorder Technician and Engineering Technicians who read sewer instruments.

28.13. Department of Public Works, Water Works

- a. The City shall provide gloves to Water Meter Shop personnel and Hydrant Service Workers.
- b. The City shall provide better quality gloves to Water Department employees while cleaning filtration plant basins during the winter months.
- c. The City shall provide rubber gloves to Water Department Distribution Division Personnel working on water main breaks whose work is deemed to require rubber gloves.
- d. The City shall provide coveralls to Meter Shop personnel and Tappers in the Water Department under the same conditions as coveralls are provided to Water Department Distribution Division employees.
- e. The City shall provide an annual clothing allowance of \$80 per year in lieu of providing coveralls to employees in the following classifications in the Water Works Division: Facility Mechanic, Machinery Technician, Machine Repairperson, Water Steamfitter/HVAC Specialist, Metal Fabricator, Water

Plant Instrumentation Specialist and Water Plants Laborer. Employees eligible to receive the allowance shall be required to wear coveralls at the discretion of the Department.

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

## **ARTICLE 29**

### **SAFETY SHOE ALLOWANCE PROGRAM**

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

- d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.
- e. The style of the shoe must meet Division requirements.
- f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.
- g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year, except as follows:
  - (1) Eligible employees in the Field Operations Section of the Infrastructure Services Division, may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance provided the shoes are purchased at the same time;
  - (2) Eligible employees in the Operations Division, Fleet Services Section may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance provided the shoes are purchased at the same time;
  - (3) Employees in the Department of Public Works, Infrastructure Services Division or Administrative Services Division, who seldom go into the field, but who are required to wear safety shoes when they go into the field shall be entitled to safety shoe reimbursement in 2005 and 2006 but not both years.
  - (4) Eligible employees in the Department of Public Works, Forestry Division, may apply the purchase of up to two pair of safety shoes per calendar year towards the safety shoe allowance reimbursement provided that the shoes are purchased at the same time.

29.2. Those divisions and operations which have had previous programs and procedures for the purchase of safety shoes will not be affected by the above program, except that effective in calendar year 1989, the voucher system in the Bureau of Forestry will be replaced by the above program. No employee may participate in more than

one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.

- 29.3. Employees in the Water Distribution Section of the Water Department shall be covered by the provisions of this section.
- 29.4. Eligible employees in the Health Department shall be covered by the provisions of this section.
- 29.5. Eligible employees in the Public Library shall continue to be covered by the provisions of this section.
- 29.6. The Custodial Worker I at the Fire Department and the Security Guard in the Buildings and Fleet Division will be eligible for the safety shoe allowance subject to their meeting all criteria in this Article.
- 29.7. Reimbursement for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to and one hundred fifteen (\$115) dollars in calendar years 2004, 2005, 2006. This allowance shall be paid to those employees who comply with the rules stated in 29.1.
- 29.8. Employees in the classification of Urban Forestry Trainee, Urban Forestry Laborer, Urban Forestry Specialist, Urban Forestry Technician or Urban Forestry Crew Leader shall receive reimbursement up to one hundred thirty dollars (\$130) in calendar years 2004, 2005 and 2006 for required safety shoes in lieu of reimbursement provided for this purpose under Article 29.7 of this Agreement in recognition of their special working conditions. All other Safety Shoe Allowance Program provisions in the Safety Shoe Article shall remain in full force and effect. The City Forester and the Safety Director, or their designees, retain the authority to determine specifications of required safety shoes for covered employees.
- 29.9. In lieu of direct reimbursement to the employee, payment may be made to an authorized shoe van vendor, if authorized by the employee. This payment option to a shoe van vendor will be implemented if it is offered to all eligible City employees on a department-wide basis or, in the Department of Public Works on a

division-wide basis.

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

## **ARTICLE 30**

### **TUITION AND TEXTBOOK REIMBURSEMENT**

- 30.1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
- 30.2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of 30.1, above, and meets the criteria specified under 30.3 and 30.5, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$1,000 in calendar years 2004 and 2005 and up to a maximum of \$1,200 in calendar year 2006.
- 30.3. In order for the employee's courses of study to qualify for reimbursement under 30.2, above, the following criteria must be satisfied:
- a. All coursework and related homework must be done on the employee's own time, except that coursework approved to be on city time by both the employee's Department Head and Employee Relations Director may be on City time.
  - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position or to a reasonable promotional opportunity and be approved by a City-designated administrator.
  - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
  - d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.

- e. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and all receipts for tuition and required textbooks within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.
- f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
  - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade point average required for a degree, diploma, or certificate; or
  - (2) When grades are not given or the course of study taken is a non-credit one then the employee must present to aforesaid City-designated administrator within the time limit above described a written statement from the course's instructor that the employee has satisfactorily completed the course of study.

30.4. Librarian Interns, Librarians I, II, III and IV, Library Services Assistants, Graphic Designers and Administrative Assistants in Processing in the Public Library; Systems Specialists I and II, Programmer Analysts, Project Assistants, Lead Computer Programmers, Operations Analysts and Micro Computer Analysts in the Department of Administration, Information Technology Management Division; Code Enforcement Inspectors, Code Compliance Inspectors, Building Inspector Enforcement Coordinators and Special Enforcement Inspectors, Building Construction Inspectors, Lead Building Construction Inspectors, Boiler Inspectors, Lead Boiler Inspectors, Electrical Inspectors, Building Construction Inspector Interns, Elevator Inspectors, Lead Elevator Inspectors, Sprinkler Construction Inspectors, Lead Sprinkler Construction Inspectors, Zoning Specialists, Zoning Inspectors, Plan Examiner Specialists and Electrical Plan Examiner Is in the

Department of Neighborhood Services; Nutritionists, Public Health Educators, Dietetic Technicians, X-Ray Technicians, Environmental Health Specialists and Environmental Hygienists in the Health Department and Department of Neighborhood Services; employees in the Plants Section of Milwaukee Water Works; Urban Forestry Specialists, Urban Forestry Crew Leaders, Urban Forestry Technicians and Forestry Services Technical Coordinator in the Forestry Division of the Department of Public Works and Drafting Technicians, Engineering Drafting Technicians, Associate Planners, Senior Planners, Inspection Specialist, Property Records Drafting Technicians, Instrument Recorder Technicians, and Engineering Technicians may use up to \$100 per year of annual Tuition and Textbook Reimbursement to pay for membership in job-related professional organizations according to guidelines established by the Department of Employee Relations Department.

Effective calendar year 2001, Property Appraisers and Senior Property Appraisers in the Assessor's Office may use up to \$120 per year of annual tuition and textbook reimbursement to pay for memberships in job-related professional organizations according to guidelines established by the Department of Employee Relations.

- 30.5. An employee must remain in service for a six-month period after the successful completion date of the approved course or the amount reimbursed will be deducted from the employee's final paycheck.
- 30.6. Payment of reimbursement described under 30.2, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Department of Employee Relations. If an employee does not meet criteria in Article 30.3., payment will be deducted from the employee's paycheck.
- 30.7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the

determination of pension benefits or other fringe benefits.

- 30.8. The Director of the Department of Employee Relations shall administer this program in accordance with practices established for the City's general reimbursement program.

## **ARTICLE 31**

### **SICK LEAVE**

- 31.1. "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with HOURS OF WORK Article of this Agreement.
- 31.2.
- a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular or exempt appointment, but accumulations shall be retroactive to the time of regular or exempt appointment.
  - b. Whenever an employee eligible for sick leave allowance leaves the service of one City Department or the Milwaukee School Board and accepts, (by certification of transfer), service in a position in another City Department or the Milwaukee School Board, obligations for any accumulated sick leave allowance shall be assumed by the new department. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.
  - c. Whenever an employee eligible for sick leave allowance is laid off, any unused accumulated sick leave shall continue in effect if the employee is rehired by any City department within three years.
  - d. Sick leave shall automatically terminate on the date of retirement of the employee.
- 31.3. A permanent full-time employee shall earn sick leave with pay at the rate of one

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

- 31.4. Sick leave allowance which accumulates up to 120 working days shall be credited to an employee's "normal sick leave account" from which sick leave shall be granted with full pay. The maximum sick leave accrual for all employees is capped at 120 days.
- 31.5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.
- 31.6. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
- 31.7. An employee will not be subject to home visits or phone calls if the employee has not used sick leave for 26 consecutive pay periods beginning on or after the first day of Pay Period 1, 1995 so long as the employee is not subsequently issued a Sick Leave Control letter. If an employee is issued a Sick Leave Control letter, the employee will again be subject to home visits and phone calls until such time the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control letter.
- 31.8. It is the intention of the City to incorporate into this labor agreement the sick leave benefits which are provided to an employee and the terms and conditions under

which they are administered. If there is a conflict between the terms of this Article and City Ordinance, City Service Commission Rule or Regulation pertaining to sick leave pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.

31.9. Sick Leave Control Incentive Program

- a. The Sick Leave Control Incentive Program shall be in effect beginning Pay Period 1, 2004, and ending Pay Period 26, 2006. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2006.
- b. The trimester periods for each calendar year are defined as follows:
  - Trimester 1 -Pay Period 1-9
  - Trimester 2 -Pay Period 10-18
  - Trimester 3 -Pay Period 19-26 or Pay Period 19-27, whichever is appropriate.
- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
  - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury.), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
  - (2) During the full term of the trimester, the employee was in active service; and
  - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours or in the case of an employee who was employed for an average of 20 hours per week on a year round basis, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 60

hours; and

- (4) The employee was represented by the Union for at least 560 hours in the trimester period or effective the next trimester following the execution date of this Agreement in case of an employee who was employed for an average of 20 hours per week, the employee was represented by the Union for at least 280 hours in a trimester.

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

- (1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to eight hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

- (2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day

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

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

- (1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to four hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period

in which they were earned.

(2) A special incentive leave

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

## **ARTICLE 32**

### **VOLUNTARY POLITICAL CHECK-OFF**

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

## **ARTICLE 33**

### **DUTY INCURRED DISABILITY PAY**

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

- 33.1. An employee with regular Civil Service status, who sustains an injury while performing within the scope of his/her employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive up to 80% of his/her base salary, as "injury pay," in lieu of Worker's Compensation for the period of time he/she may be temporarily, totally or partially, disabled because of this injury, not to exceed a total of one calendar year. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such pay period shall not exceed the amount of net pay he/she would have received if he/she had not been on "injury pay" during such pay period. For purposes of this Article, net pay is defined as the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he/she is determined to be eligible for "injury pay". For an employee receiving less than eighty(80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such hours shall be 80% of his/her base salary.
- 33.2. An employee may not receive "injury pay" for more than one year (250 working days) during his/her employment regardless of the number of compensable injuries sustained. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the employee may not receive less than the minimum amount required by the Worker's Compensation Act.
- 33.3. In providing "injury pay" in an amount as indicated in Sections 33.1 and 33.2, the employee agrees to allow the City to make the applicable payroll adjustment to his/her biweekly pay check and make no subsequent claim for this amount whatsoever. This deduction shall be administered so as not to reduce the employees' pension benefits. For purposes of interpretation of the provisions of this Article, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay period he/she is receiving "injury pay".
- 33.4. After "injury pay" benefits have been exhausted, an employee shall have the option

of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial, disability benefits under the Worker's Compensation Act, but such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored to the employee.

- 33.5. Questions involving eligibility for "injury pay" shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.
- 33.6 Notwithstanding 33.1 through 33.5, above, an employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to "Injury Pay"(Duty Incurred Disability Pay).
- 33.7. If the Internal Revenue Service (IRS) determines that the "injury pay" benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the applicable employee deduction from "injury pay" benefits provided for in Section 33.3.
- 33.8 In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of "injury pay" received by the employee. If because of a third party involvement in any duty-incurred injury, the City receives a portion of the monies that had been paid to employees as duty-incurred disability pay, the employees shall have a corresponding number of duty-incurred disability pay days restored to his/her account.

## **ARTICLE 34**

### **VACATIONS**

- 34.1. An employee shall earn vacation time in the following manner from his/her last anniversary date:
- a. One day per month, with a maximum of 10 days per calendar year for employees with less than 5 years' creditable service;
  - b. One and one-half days per month with a maximum of 15 days per calendar year for employees with at least 5 but less than 10 years of creditable service;
  - c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service;
  - d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15 years but less than 22 years of creditable service.
  - e. Three days per month with a maximum of 30 days per calendar year for employees with at least 22 years of creditable service.
- 34.2. Annual vacation time taken, except for separation from service as provided in 34.7 , shall be limited to the maximums noted above.
- 34.3. An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 34.1.
- 34.4. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27 whichever is appropriate.
- 34.5. An employee who works year-round may carry over up to five (5) days of vacation entitlement into the following year. This vacation carryover shall be subject to scheduling procedures as determined by the department head. Vacation entitlement which is carried over shall be utilized within the first three (3) months of the year, unless otherwise authorized by the department.
- 34.6. Eligibility for a vacation shall begin after the completion of twelve (12) months of

actual service following appointment, but accumulations shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after six (6) months of service, be allowed vacation within the year of appointment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.

- 34.7. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.
- 34.8. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.
- 34.9. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.
- 34.10. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.