# of workers
8000

810108

Reid
1/30/04

AGREEMENT

Between

THE CITY OF MILWAUKEE

And

MILWAUKEE DISTRICT COUNCIL 48

AFSCME, AFL-CIO

Effective January 1, 1999 thru December 31, 2000

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	1
ARTICLE 1 DURATION OF AGREEMENT AND TIMETABLE	2
ARTICLE 2 NEGOTIATIONS	2
ARTICLE 3 SUBORDINATE TO CHARTER	2
ARTICLE 4 ORDINANCE AND RESOLUTION REFERENCE	3
ARTICLE 5 NOTICES	3
ARTICLE 6 MANAGEMENT RIGHTS	3
ARTICLE 7 RECOGNITION	5
ARTICLE 8 UNION NEGOTIATING COMMITTEE	5
ARTICLE 9 NON-DISCRIMINATION	6
ARTICLE 10 LIMITATIONS UPON UNION ACTIVITY	6
ARTICLE 11 BULLETIN BOARDS	6
ARTICLE 12 DUES & FAIR SHARE DEDUCTIONS	7

ARTICLE 13
JOINT LABOR-MANAGEMENT COMMITTEES 9

ARTICLE 14
PROHIBITION OF STRIKES AND LOCKOUTS 10

ARTICLE 15
DISCIPLINE 11

ARTICLE 16
GRIEVANCE PROCEDURE 12

ARTICLE 17
ARBITRATION PROCEDURE 14

ARTICLE 18
SENIORITY FOR LAYOFF PURPOSES 17

ARTICLE 19
BASE SALARY 28

ARTICLE 20
HOURS OF WORK 29

ARTICLE 21
OVERTIME 30

ARTICLE 22
SHIFT AND WEEKEND DIFFERENTIAL 34

ARTICLE 23
CALL-IN PAY 35

ARTICLE 24
OWED TIME 36

ARTICLE 25
SPECIAL PAY PRACTICES 39

ARTICLE 26
TERMINAL LEAVE 61

ARTICLE 27
AUTOMOBILE ALLOWANCE 61

ARTICLE 28
CLOTHING ALLOWANCE 63

ARTICLE 29
SAFETY SHOE ALLOWANCE PROGRAM 73

ARTICLE 30
TUITION AND TEXTBOOK REIMBURSEMENT 76

ARTICLE 31
SICK LEAVE 79

ARTICLE 32
VOLUNTARY POLITICAL CHECK-OFF 84

ARTICLE 33
DUTY INCURRED DISABILITY PAY 84

ARTICLE 34
VACATIONS 87

ARTICLE 35
HOLIDAYS 89

ARTICLE 36
"09 DAYS" 90

ARTICLE 37
LEAVE OF ABSENCE FOR UNION BUSINESS 91

ARTICLE 38
MILITARY LEAVE 92

ARTICLE 39
TIME OFF FOR JURY DUTY 96

ARTICLE 40
FUNERAL LEAVE 97

ARTICLE 41
PENSION BENEFITS 98

ARTICLE 42
HEALTH INSURANCE 99

ARTICLE 43
LIFE INSURANCE 113

ARTICLE 44
CONTRACT ADMINISTRATION 117

ARTICLE 45
MUTUAL OBLIGATIONS 118

ARTICLE 46
MISCELLANEOUS 119

ARTICLE 47
POLICE DEPARTMENT MAINTENANCE SERVICES SECTION 123

ARTICLE 48
LONG TERM DISABILITY PROGRAM 138

ARTICLE 49
AMERICANS WITH DISABILITIES ACT (ADA) 139

ARTICLE 50
JOINT CITY-UNION EARLY INTERVENTION PROGRAM 139

ARTICLE 51
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT 139

ARTICLE 52
SAVINGS CLAUSE 139

ARTICLE 53
ENTIRE AGREEMENT 140

SIGNATURES 141

APPENDIX "A" 143

APPENDIX "B" 171

APPENDIX C 172

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, 1999, and ending at 12:01 a.m. on January 1, 2001, unless both parties agree to extend it beyond that date.

1.2. Not earlier than June 15, 2000, nor later than July 1, 2000, 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. During calendar year 2000, the Committee will study issues relative to prescription drug coverage. Advisory recommendations will be made to City Labor Negotiator.

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.

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 held periodically for that purpose. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until the meeting has occurred or the parties by written agreement have waived such meeting.

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 employe'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 employe'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, 1999, shall reflect a 3.00% across the board increase over Pay Period 26, 1998 wage rates; and the rates effective Pay Period 1, 2000, reflect a 3.25% across the board increase over Pay Period 26, 1999 wage rates. Former employees who, prior to April 3, 2000, resigned, were terminated or discharged shall not be eligible for retroactive salary adjustments.

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 the 1999-2000 City/Union labor agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.

ARTICLE 20

HOURS OF WORK

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

20.2. The normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in the OVERTIME Article of this Agreement as long as any change in an employee's

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

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

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

ARTICLE 21

OVERTIME

21.1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in HOURS OF WORK Article of this Agreement, or for work performed on holidays, which, within established limits, is compensated for in extra time off or in extra pay. Overtime compensation will only be paid for time actually worked.

21.2. It is the intention of the City to incorporate into this labor agreement the overtime pay benefits which are provided to employees and the terms and conditions under which they are administered. If there is a conflict between the terms of this article and a City Ordinance pertaining to overtime pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a

diminution of this benefit.

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

21.4. Overtime compensation shall be as follows:

a. Compensatory Time:

(1) Overtime will be compensated for at the rate of one and one-half (1.5) times the overtime hours actually worked in compensatory time off, except where cash overtime is appropriate as set forth in section (b), below.

(2) The accumulated credit for each employee at no time shall exceed 120 hours worked which is the equivalent on a time and one-half (1.5) basis to 180 hours to be taken off.

b. Cash Overtime:

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

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

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

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

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

(4) Cash overtime at the rate of one and one-half (1.5) times the actual overtime hours worked may be authorized, when necessary, in the judgment of the department head, Commission or Board, for the following employees:

(a) Information Technology Management Division, Department of Administration, all employees.

(b) The Board of Election Commission permanent staff members who render services on election days, while making official recounts, or during such days and hours that the City of Milwaukee temporary neighborhood voter registration offices are open, and during special registration hours which may be required of permanent staff members at the office of the Board of Election Commissioners in the City Hall on Saturday mornings, not to exceed 17 Saturday mornings in even

numbered years; when neighborhood registration offices are not open.

(c) The Board of Harbor Commissioners - Clerical employees in the Operating Division.

(d) Health Department - all employees in the Buildings and Grounds Division, Clinic Assistants, Clerks in the Immunization Clinic, Environmental Hygienists, Truck Driver (Health), Vector and Nuisance Control Officers, Environmental Health Specialists and Office Assistants in the Vital Statistics program in the Bureau of Administration.

(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 ----$0.35 per hour.

b. Third Shift -----$0.40 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 $0.45 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of $0.55 per hour.

22.4. An employee performing work under the OVERTIME Article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

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

ARTICLE 23

CALL-IN PAY

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

23.2. An employee who reports to work on a day other than Sunday or a holiday for an emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with

three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME Article of this Agreement.

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

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

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

ARTICLE 24

OWED TIME

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

24.2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned

emergency or other overtime work periods except when excused from assignment for a legitimate reason.

24.3. Owed time is to be made up at the rate of time and one-half (1.5).

24.4 There shall be a forty (40) hour cap on owed time for City Laborers (Seasonal) after which pay deductions shall be made.

24.5. The following shall be applicable to employees in the Infrastructure Division, Electrical Services:

a. An employee assigned to work in the Infrastructure Division, Electrical Services who has an owed time balance will be required to report to work on weekends or holidays when called in by the Division. Failure to respond to the Division's phone call will result in docking eight (8) hours from the employee's owed time balance and a corresponding loss in eight (8) hours' pay. Consideration will be given to an employee who has a legitimate excuse for not being able to report for owed time weekend or holiday work. If a dispute arises concerning the definition of "legitimate excuse," then a representative from the Union and a representative from the Labor Negotiator's Office will meet to resolve this dispute. If said meeting fails to resolve the dispute, then the parties will have recourse to the Grievance and Arbitration Procedures of this Agreement.

b. The Division recognizes that an employee with an owed time balance who is notified in advance of weekend or holiday work but is unable to report for such work shall have another Division employee with an owed time balance substitute for them. These arrangements shall be the sole responsibility of the notified employee, and the employee's supervisor shall be made aware of the change prior to the close of the last workday before the weekend or holiday shift begins. Failure to make such arrangements and subsequent failure to report for such work shall result in docking eight (8) hours from the employee's

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

c. The owed time balance listing shall be updated on a bi-weekly basis.

d. This procedure for reducing owed time balances in the Infrastructure Division, Electrical Services shall be applicable only during the term of this Agreement.

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

a. Those employees with nine hours or greater owed time balances will be assigned first for scheduled Saturday overtime and called first for emergency overtime call out, starting with the employee with the largest balance, except if a special skill is needed, the Division may call the employee with the needed skill first.

b. Scheduled Saturday Overtime An employee assigned to work on a Saturday for scheduled overtime, who does not report to work for the scheduled Saturday overtime, shall have the amount of overtime he/she would have worked deducted at the appropriate overtime rate from his/her owed time balance and a corresponding amount of pay deducted from his/her next paycheck, except when excused from such assignment for a legitimate reasons, as defined by the Division's policy.

c. Emergency Overtime Call Out

1. An "on call employee" under 24.6 of this Article shall be defined as one of the eight employees with the highest owed time balances of nine (9) hours or more within a District who is on call during a particular week. For purposes of Article 24.6, a week shall be defined as 7:00 a.m. Monday through 6:59 a.m. the following Monday. For purposes of Article 24.6, emergency overtime call out shall be defined as unscheduled overtime work for which the employee has been called in from a non-work location.

2. Every two pay periods, the Division may designate no more than two employees per District per week with owed time balances of nine (9) or more hours to be on call. On the last normal work day of each week, the Division shall review the owed time balances of those employees "on call" and such employee with an owed time balance on less than nine (9) hours shall be dropped from the designated on call rotation for that two pay period cycle. Such on call employees will be scheduled for on call duty on a rotating basis from the most recent division listing of owed time balances.

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

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

ARTICLE 25

SPECIAL PAY PRACTICES

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

a. Salary Increments

b. Overtime in cash or compensatory time off

c. Owed time up to a maximum of forty (40) hours, after which pay deductions

shall be made

d. Worker's Compensation

e. Pay during time off for military induction examinations.

f. Call-In Pay

g. Hospital, surgical and major medical insurance as provided under the Health Insurance Article of this Agreement.

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

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

a. Sick leave with pay

b. Injury pay

c. Holiday pay

d. Shift differential pay

e. Weekend differential pay

f. Jury duty with pay

g. Military training leave of absence with pay

h. Dental Insurance

i. Group life insurance

j. Retirement benefits

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

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

extent provided for in this Agreement:

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

In addition, an employee shall be eligible for one "09" Day and Health Insurance. Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.

25.5. The City agrees to recommend that Librarians I who qualify will be promoted in a reasonable length of time. Librarians I and II will be offered promotional exams. There shall be up to 55 Librarian III positions.

25.6. The City agrees to pay Special Street Repair Laborer rate for work on air hammers if the work is performed eight or more consecutive hours.

25.7. Truck Drivers who are assigned to Roll Off, Front load packer or Rear load packer shall be paid at their same pay step in the Driver Worker pay range while operating such equipment.

25.8. An employee in the Special Equipment Operator classification while operating equipment No. 55013 shall be paid at the hourly rate in Pay Range 962.

25.9. Employees in the Special Equipment Operator classification shall receive an additional two dollars and seventy-seven cents per hour while assigned to operate the Reach All or Hydro Crane.

25.10. The Travel Allowance for Meter Readers - Residential shall be $3.00 per day.

25.11. The Travel Allowance for Meter Reader - Commercial shall be $4.00 per day.

25.12. Distribution Repair Workers II shall receive a task rate while acting as Chief Distribution 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 Distribution Repair Worker II and Chief Distribution Repair Worker.

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

25.14. Reallocations

a. Effective the next pay period following the execution date of this Agreement, reallocate the Driver Training Instructor in the Buildings and Fleet Division of the Department of Public Works from Pay Range 270 to Pay Range 555.

b. Effective the next pay period following the execution date of this Agreement, reallocate the Librarian Intern in the Milwaukee Public Library from Pay Range 505 to Pay Range 510.

c. Effective the next pay period following the execution date of this Agreement, reallocate the Bookmobile Drivers in the Milwaukee Public Library from Pay Range 248 to Pay Range 247.

d. Effective the next pay period following the execution date of this Agreement, reallocate the position of Sales and Salvage Coordinator in the Department of Administration, Business Operations Division from Pay Range 530 to Pay Range 540.

25.15. Reclassifications

The City shall recommend to the City Service Commission the following reclassifications:

a. Effective the next pay period following the execution date of this Agreement, contingent upon the elimination of Article 25.35 of the 1997-1998 Labor Agreement, the City will recommend reclassification Garage Attendants employed in the Operations Section of the Buildings and Fleet Division of the

Department of Public Works from Pay Range 220 to Garage Custodian, Pay Range 240.

b. Effective the next pay period following the execution date of this Agreement, in the Department of Administration Business Operations Division, reclassify the position of Duplicating Equipment Operator II, Pay Range 330, occupied by Dan Schubring and Offset Press Operator II, Pay Range 335, occupied by Marvin Spears to a new classification (title to be determined by DER), Pay Range 338.

c. Effective the next pay period following the execution date of this Agreement, reclassify one position of Laborer, Electrical Services in the Infrastructure Services Division of the Department of Public Works, Pay Range 230 on each Pole Crew to Special Laborer (Electrical Services), Pay Range 245 contingent upon the new position having lead worker duties. The City determines the selection process for filling the reclassified position.

d. Effective the next pay period following the execution date of this Agreement, reclassify one Parking Services Worker II in the Administrative Services Section of the Department of Public Works, Pay Range 245 to parking Meter Technician-Lead, Pay Range 260.

e. Effective Pay Period 19, 1999, reclassify the position of Property Appraiser I to Property Appraiser at the following 1999 biweekly rates: $1,215.40, $1,276.17 and $1,340.03. Effective Pay Period 19, 1999, reclassify the positions of Property Appraiser II, Property Appraiser III, Property Appraiser IV and Property Appraiser V to Senior Property Appraiser with the following 1999 biweekly rates:

Step 1	Step 2	Step 3	Step 4	Step 5*	Step 6
$1,406.98	$1,477.02	$1,536.76	$1,597.53	$1,661.39	$1,728.34
Step 7	Step 8	Step 9*	Step 10	Step 11*	Step 12
$1,797.35	$1,869.45	$1,943.61	$2,021.89	$2,102.23	$2,186.69

*An employee shall move from the minimum step in the pay range to the maximum step in the pay range in annual increments, except in order to advance beyond step 4, step 8 or step 10, the employee must have met the respective criteria for steps 5, 9 or 11 as outlined in the City/Union October 29, 1999 Memorandum of Understanding. Advancement for current employees is as outlined in the City/Union October 29, 1999 Memorandum of Understanding.

In addition, an employee in this classification who attains and maintains the designation of either "Residential Evaluation Specialist" or "Certified Assessment Evaluator" from the International Association of Assessing Officers (IAAO) or a Master's Degree in Real Estate or its equivalent as determined by the Commissioner of Assessments and who meets the criteria of the next step above his/her current step, shall advance one step in the pay range. If at the maximum pay step, the employee shall advance one step to $2,252.61 biweekly. (1999 rate)

25.16. Effective the next pay period following the execution date of this Agreement retitle the remaining Parking Services Worker IIs to Parking Meter Technician.

25.17. The City agrees to conduct the following studies:

a. Within 180 days following the execution date of this Agreement, the City agrees to complete a classification study of the Graphic Designer II in the Milwaukee Public Library to determine the appropriate rate of pay and job title.

b. Within 120 days after the execution date of this Agreement, the City agrees to complete a classification study to determine the appropriate rate of pay for the classification of Chief Distribution Repair Worker in the Milwaukee Water Works.

c. Within 180 days after the execution date of the Agreement, the City agrees to conduct a classification study of the Office Assistant II positions in the Vital

Statistics Program of the Health Department to determine if any significant level of change has occurred in the level of duties and responsibilities and to determine the proper classification and appropriate pay rate.

d. Within 180 days after the execution date of this Agreement, the City agrees to complete a study of the Urban Forestry Specialist and Urban Forestry Specialist Trainee classifications to determine the appropriate rates of pay and structure for these classifications. In addition, based upon the above study, the Urban Forestry Crew Leader classification will also be studied to determine the appropriate rates of pay for this classification.

e. Within 200 days after the execution date of this Agreement, the City agrees to complete a classification study of the Heating and Ventilating Mechanics positions in the Buildings and Fleet Division in the Department of Public Works to determine the appropriate rates of pay and structure for these jobs, including higher level step advancements based upon the attainment and maintenance of certain educational criteria and demonstration of understanding of digital controls using metasys and other building control systems and equipment.

f. Effective within 180 days following the execution date of this Agreement, the City agrees to complete a classification study of the Communications Assistant III position in the Field Operations Section, Infrastructure Support Services, occupied by Patsy Betley to determine if significant changes have taken place in the level of duties, knowledge and responsibilities, and if so, determine the appropriate rate of pay and title.

g. Within 240 days after the execution date of this Agreement, the City agrees to conduct a classification study of the two Laborer (Electrical Services) positions currently held by Louie Schilling and Alex Stallworth, in the Machine Shop in the Field Operations Section of the Infrastructure Division to determine if any significant level of change has occurred in their level of duties and

responsibilities and to determine the proper classification and appropriate pay rate.

25.18. 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.

25.19. 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.

25.20. An Urban Forestry Crew Leader who attains and maintains a certification by the International Society of Arboraculture 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 1999 biweekly rate of $1,416.17.

25.21. 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.

25.22. Forestry Inspectors who have been at the maximum step of Pay Range 540 for a minimum of twelve months, shall be eligible for one "M-step" at the 1999 biweekly rate of $1,537.29 contingent upon meeting the following criteria: 30 credits or eight years of service and 15 credits. Credits which meet the criteria for "M-step" advancement shall be those as specified in subsection 25.23 of this Article, except forestry or horticultural may be substituted for "engineering" in Article 25.23.

25.23. Sidewalk Repair Supervisors who have been at the maximum step of Pay Range 555 for a minimum of twelve months, shall be eligible for one "M-step" at the 1999 biweekly rate of $1,685.11 contingent upon meeting the following criteria: 30 credits or eight years of service and 15 credits. Credits allowed to meet the criteria for "M"

Step advancement shall be as follows:

a. Credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges and Secondary Schools.

b. Credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.

c. At least 75% of the credits used for "M" step advancement must be in engineering-related courses.

25.24. A Plant Mechanic II shall be permitted to take the examination for Water Plant Operator III provided he/she meets all requirements established by the Department of Employee Relations. A Plant Mechanic II who is placed on a Water Plant Operator III eligible list and who maintains his/her eligibility for appointment to a Water Plant Operator III position by taking and passing future Water Plant Operator III examinations shall advance one step in the Plant Mechanic II pay range or, if at the top step, shall be advanced one step to a 1999 biweekly rate of $1,348.99. Plant Mechanics II who receive such extra step shall be required to roll up to Water Plant Operator III when directed to do so by management. If the City abolishes the existing Water Plant Operator III eligible list, a Plant Mechanic II whose name appeared on the abolished list shall continue to receive such extra pay step until such time as a new Water Plant Operator III eligible list is certified. Upon certification of the new eligible list, only those Plant Mechanics II whose names appear on the new eligible list shall be eligible to receive this extra pay step.

25.25. An employee in the Automotive Body Repair/Painter Technician 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 1999 biweekly rate of $1,486.90.

25.26. An employee in one of the following classifications in the Forestry Division, who attains and maintains a certification by the State of Wisconsin for pesticide

application, shall advance one additional step in his/her pay range or if at the maximum step, shall be advanced one step to a 1999 biweekly rate of pay as noted below:

Urban Forestry Specialist (PR 245)	$1,303.22
Urban Forestry Laborer (PR 230)	1,212.15
Nursery Laborer (PR 238)	1,257.48
Labor Crew Leader II (PR 240)	1,271.98
Equipment Mechanic III (PR 248)	1,326.88
Lead Equipment Mechanic (PR 260)	1,416.17
Equipment Mechanic I (PR 235)	1,243.01

25.27. 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: $1,552.48 (1999 rate) provided an employee attains and maintains one of above certifications;

Increment Two: $1,567.09 (1999 rate) provided an employee attains and maintains two of above certifications;

Increment Three: $1,581.72 (1999 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.

25.28. 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.

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

25.30. 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.

25.31. 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.

25.32. Employees in the Custodial Worker II-City Laborer classification in the Buildings and Fleet Division shall receive an additional $10 per pay period premium while assigned to rubbish removal at the City Hall Complex. Employees must have had this assignment for at least five working days of the Pay Period to be eligible for this amount.

25.33. 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.

25.34. Water Plant Operators in Charge, 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.

25.35. Water Plant Operators I, II and III must maintain their eligibility on the eligible list for the next higher classification in order to retain the extra pay step paid for such eligibility. If the City abolishes the existing eligible list for the next higher classification, employees whose names appeared on the abolished list shall continue to receive such extra pay step until such time as a new eligible list for the next higher classification is certified. Upon certification of the new eligible list, only those employees whose names appear on the new eligible list shall be eligible to receive this extra pay step.

25.36. A Sewer Crew Leader II (Pay Range 248) shall receive an additional forty cents ($0.40) per hour while assigned as supervisor of the catch basis crew for a full shift.

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

25.38. 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. Effective the next pay period following the execution date of this Agreement, 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.

25.39. An employee in the Property Appraiser II, III, IV or V classification who attains and maintains the designation of either "Residential Evaluation Specialist" or "Certified Assessment Evaluator" from the International Association of Assessing Officers shall advance one step in his or her respective pay range or if at the maximum step of his or her respective pay range shall advance to the following step:

Property Appraiser II	$1,701.51 (1999 rate)
Property Appraiser III	$1,946.05 (1999 rate)
Property Appraiser IV	$2,095.52 (1999 rate)

Property Appraiser V $2,256.96 (1999 rate)

Effective Pay Period 19, 1999, this section shall no longer be in effect.

25.40. An Urban Forestry Specialist who attains and maintains a certification by the International Society of Arboraculture 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 $1,303.22 (1999 rate).

25.41. Sharon Wilson and Gail Brown, Communications Assistant Is employed at the Milwaukee Public Library, will be paid $1,100.80 (1999 rate), in view of added duties and responsibilities and will continue to receive across the board increases.

25.42. The City shall pay an additional $0.50 an hour for the Court Services Assistant III or IV employed in Municipal Court while performing interpreter duties for court proceedings from Spanish to English and vice versa.

25.43. An employee in the job classification of Water Plant Laborer (Pay Range 235), Water Maintenance Worker (Pay Range 235) or Plant Mechanic I (Pay Range 235) will receive an additional sixty-eight cents ($0.68) per hour above their current pay rate while assigned lead worker duties for a full shift.

25.44. Custodial Worker I's or Custodial Worker II-City Laborers in the Buildings and Fleet Division shall be rolled up to the next higher level when assigned to duties in the next higher level for training purposes.

25.45. a. Effective January 1, 1995, the "M" step criteria for Pay Ranges 602 is as follows:

(1) Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.

(2) Effective January 1, 1995, employees who complete at least one year of

service in the fourth step of Pay Range 602 shall advance annually in Pay Range 602 "M" steps on their anniversary date, provided they meet the following criteria:

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

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

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

(1) Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.

(2) Effective January 1, 1995, employees who complete at least one year of service in the fifth step of Pay Range 604 shall advance annually in Pay Range 604 "M" steps on their anniversary date, provided they meet the following criteria:

"M" Step	Criteria Needed
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:

"M" Step	Criteria Needed
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

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

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

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

(ii) Pay Range 604

	Credits Only	Credits & Experience
M-1 (sixth step)	1 cr. - E	9 cr. - E
	3 cr. - J or E	2 cr. - J or E
	6 cr. - O, J or E	4 cr. - O, J or E
	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
	11 cr. - O, J or E	6 cr. - O, J or E

	45 cr. - Total	25 cr. - Total
M-3 (eighth step)	36 cr. - E 9 cr. - J or E 15 cr. - O, J or E	24 cr. - E 6 cr. - J or E 10 cr. - O, J or E
	60 cr. - Total	40 cr. - Total

(iii) Pay Range 606

	Credits Only	Credits & Experience
M-1 (sixth step)	36 cr. - E 9 cr. - J or E 15 cr. - O, J or E	24 cr. - E 6 cr. - J or E 10 cr. - O, J or E
	60 cr. - Total	40 cr. - Total
M-2 (seventh step)	45 cr. - E 12 cr. - J or E 18 cr. - O, J or E	33 cr. - E 8 cr. - J or E 14 cr. - O, J or E
	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.

25.46. 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, 2000, unless the parties agree, in writing to an extension. Under this program, an eligible employee who successfully completes an eligible course of at least three credits or eligible courses totalling three credits or more shall receive an incentive payment of $200. This payment shall not be added to the employee's base pay and shall not be pensionable. An employee may receive a maximum of four incentive payments while working in one job classification title designated by the City and the

Union. Employees in the job classifications listed in Appendix C shall be eligible to participate in this Program.

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

25.48. a. Snow and Ice Control Operations Special Pay for employees in the Snow Driver job classification :

(1) An employee, assigned under the direction of the Buildings and Fleet Division's Equipment Operations Manager or his/her designee, to operate a truck during snow and ice control operations shall be paid as a Snow Driver at the biweekly rate of $1,345.80 (1999 rate). This rate shall be used to calculate all straight time and overtime hours worked during snow and ice control operations, except for those straight time hours when the employee's regular rate is higher than the Snow Driver 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 lists for one or more of the following classifications: Truck Driver, Driver/Worker, Special Equipment Operator.

(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 Truck Drivers, Driver Workers or Special Equipment Operators. 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 Buildings and Fleet 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.

25.49. Effective calendar year 1997, a Department of Public Works employee in the Field Operations Section of the Infrastructure Division designated by the Underground Operations Manager as a member of the confined space rescue team who has

completed confined space rescue training, demonstrated competency in confined space rescue on an annual basis, attained and maintained certification and attended team/committee meetings shall receive an amount of $100 for that calendar year as soon as administratively practicable after December 1. Any payment made shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

25.50. Effective for calendar year 1999 only, a Department of Public Works employee in the Plants Section of the Water Works Division designated by the Water Works Superintendent 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. 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.

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

25.52. Employees in the Environmental Health Specialist II classification in the Health Department or Department of Neighborhood Services who pass the National Fire Academy Five Core courses for the State Fire Inspectors Certification Program (or State Fire Inspection Certificate when available) and who complete at least one year

of service in the fifth step of Pay Range 541 shall advance to a new Special Attainment Step of $1,552.48 (1999 rate).

25.53. Effective the next pay period following the execution date of this Agreement, 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 $1,401.30 (1999 rate).

25.54. Employees in the Bridges and Public Building Inspector classification in the Buildings and Fleet Division who have completed one year of service at the 5th step shall be eligible for a sixth step with the biweekly rate of $1,582.66 (1999 rate).

25.55. For an employee in the classification of Port Maintenance Worker I or II, Port Maintenance Technician I or II or Port Mechanic in the Port of Milwaukee the premium rate while operating the lathe or milling machine shall be at $19.07 (1999 rate) per hour.

25.56. 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.

25.57. 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 $1,177.72 (1999 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 $1,206.12 (1999 rate).

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 1999 and 2000.

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, Environmental Health Specialists II, Sanitarians and Environmental Hygienists in the Health Dept.	300 miles per month

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 Appraisers and Personal Property Appraisers in the Assessor's Office:	250 miles per month
Public Works Inspectors I and II, Sidewalk Repair Technicians Sidewalk Repair Supervisors and Inspection Specialist in the Department of Public Works:	201 miles per month.
Public Health Educator, Health Education Assistant, Nutritionist and Dietary Technicians	

in the Health Department: 175 miles per month.

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 a Hydrant Service Worker 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:

three long sleeve shirts

five short sleeve shirts

one lined jacket

one winter parka

two (2) short sleeve summer weight T-shirts.

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 Enforcement Officers, Environmental Health Specialists I and II, Vector and Nuisance Control Specialists and Environmental Hygienists in the Health Department or the Department of Neighborhood Services.

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 Muton 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 Inspector I and II, Electrical Inspector I and II, Building Construction Inspector Interns, Elevator Inspector I and II, and Sprinkler Construction Inspector I and II.

(2) The City shall provide, as soon as administratively practicable, an initial issue of two jackets (one summer, one winter) with a department logo 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 fifty ($50) per calendar year to eligible employees, except not in the same calendar year that an employee was provided an initial issue of clothing.

(4) Employees who are terminated or discharged shall be required to return all logo clothing items.

(5) Eligible employees must either wear the clothing specified above or the

dress requirements as specified by the department, except when an inspector appears in court, the inspector shall wear a business suit or sport coat and slacks with a dress shirt and tie or blouse as appropriate. All inspectors will be required to comply with the dress requirements unless otherwise agreed to. An advisory labor management committee shall be established to discuss safety concerns relative to the department's dress requirements and may make recommendations to the Commissioner of Neighborhood Services.

b. The City shall provide an annual clothing cleaning allowance of $110 on a prorata basis to Special Enforcement Inspectors, Building Code Enforcement Inspectors, Building Inspection Enforcement Coordinators, Code Enforcement Inspectors I and II, Code Enforcement Interns, Housing Rehabilitation Inspector and Special Compliance Inspectors in the Department of Neighborhood Services.

c. The City shall provide an annual clothing cleaning allowance of $75 to Environmental Hygienists in the Department of Neighborhood Services.

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:

3 navy blue short sleeve shirts

3 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:

Coveralls, summer- 2 pair

Coveralls, winter- 1 pair

Rain gear, 1 set

Boots(rubber), 1 pair

Gloves, 2 pair (winter and summer)

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. Effective as soon as administratively practicable after the execution date of this Agreement, under, initial issue, delete "Coveralls, summer- 2 pair" and add "Shirts-4".

(2) Replacement Clothing. After the initial issue, the Administration Division shall provide an annual issue of one pair of summer coveralls 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. Effective as soon as administratively practicable after the execution date of this agreement, under Replacement Clothing, delete "an annual issue of one pair of summer coveralls" and add "an annual issue of one shirt".

(3) The City shall provide two shirts on a one time basis to incumbents in the positions of Tow Lot Attendants and Field Clerks who had not received an initial issue of four shirts. In the calendar year these two shirts are provided, the City will not provide the incumbent with the annual issue of one shirt.

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.

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 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.

e. 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.

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, Stores Clerks I and III, Electrical Parts Clerk II, 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 Plant Mechanic III and Mechanic Helpers.

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 Bridges and Public Buildings 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 Laborer, 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 shop coats to employees in the Canal Street Stores in the Fields Operations Section in the Infrastructure Division on a limited-use basis.

b. 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, Public Works Inspectors and employees who work in the Electrical Services Unit or the Infrastructure Support Services Unit. 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.

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

d. The City shall provide an annual clothing allowance of $90 per year for all

employee who work in the Electrical Services Unit or Infrastructure Support Services Unit of 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 employees who are eligible for a shop coat.

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.

28.13. Department of Public Works, Water Works

a. The City shall provide gloves to Water Meter Shop personnel and Hydrant Service Workers.

b. The City shall provide better quality gloves to Water Department employees while cleaning filtration plant basins during the winter months.

c. The City shall provide rubber gloves to Water Department Distribution Division Personnel working on water main breaks whose work is deemed to require rubber gloves.

d. The City shall provide coveralls to Meter Shop personnel and Tappers in the Water Department under the same conditions as coveralls are provided to Water Department Distribution Division employees.

e. The City shall provide an annual clothing allowance of $80 per year in lieu of providing coveralls to employees in the following classifications in the Water Works Division: Power Plant Steamfitter, Machinist I, Instrument Technician I, Water Plant Heating and Ventilating Mechanic, Power Plant Blacksmith, Maintenance Millwright, Plant Mechanics I and II, Water Plants Laborer and Booster Station Operator. Employees eligible to receive the allowance shall be

required to wear coveralls at the discretion of the Department.

f. The City shall provide an annual clothing allowance of $100 on a prorata basis to Hydrant Service Workers, Meter Readers, Water Meter Investigators, Water Revenue Collectors and Field Investigators in the Water Department.

g. The provisions of the existing Water Distribution Division coverall program shall continue unchanged except each calendar year an eligible employee including Pipe Yard Crew Leaders, Water Yard Equipment Operators and Special Pipe Yard Laborers may elect one insulated coverall in lieu of one regular coverall currently provided.

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) Effective the next pay period following the execution date of this Agreement, eligible employees in the Buildings and Fleet 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 1999 or 2000 but not both years.

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 in the positions of Heating and Ventilating Mechanic, Bookmobile Operator, Mechanic Helper and Custodial Worker II 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. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to one hundred and five ($105) per calendar year in 1999 and 2000. 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 Specialist or Urban Forestry Crew Leader shall receive compensation up to one hundred twenty dollars ($120) in calendar years 1999 and 2000 for required safety shoes in lieu of compensation 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 $900 in calendar year 1999 and 2000.

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 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; Property Appraisers in the Assessor's Office; 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 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.

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 Trimester 1, 1999, and ending Pay Period 26, 2000. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2000.

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 7 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 7 but less than 12 years of creditable service;

c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 12 but less than 18 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 18 years of creditable service.

34.2. Annual vacation time taken, except for separation from service as provided in 34.7 , shall be limited to the maximums noted above.

34.3. An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 34.1.

34.4. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27 whichever is appropriate.

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

unless otherwise authorized by the department.

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

34.7. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.

34.8. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.

34.9. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.

34.10. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.

34.11. An employee scheduling a two-week vacation which by its term starts with a regular Monday work day shall be guaranteed that he/she will not be scheduled for regular or overtime work (a) on the Saturday or Sunday before the vacation starts; or (b) on the Saturday or Sunday succeeding the vacation period. It is understood that the provision of this vacation guarantee might necessitate some changes in vacation scheduling in the affected areas.

ARTICLE 35

HOLIDAYS

35.1. An employee in a classification covered by this Agreement will receive the following holidays with pay when the holiday is celebrated on the days Monday through Friday:

a. New Year's Day (January 1)
b. Memorial Day (Last Monday in May)
c. Independence Day (July 4)
d. Labor Day (First Monday in September)
e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year.)
f. The day after Thanksgiving.
g. Christmas Day (December 25)
h. The last normal workday before Christmas Day
i. The last normal workday before New Year's Day
j. Good Friday
k. The third Monday of January to commemorate Dr. Martin Luther King's birthday.

35.2. Whenever Independence Day (July 4) falls on a Saturday, the preceding Friday shall be observed as a holiday.

35.3. Whenever New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.

35.4. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.

35.5. The provisions of this Article shall not cover an employee who receives extra pay in lieu of holidays.

35.6. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.

35.7. An employee required to work on a recognized holiday who is eligible for overtime and holiday pay will be compensated at a rate of one and one-half hours in compensatory time off or in cash for each hour worked.

35.8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observe the law but the operation of the law shall not increase or diminish the number of holidays with pay granted annually.

ARTICLE 36

"09 DAYS"

36.1. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment, as of January 1, 1963, shall be entitled to five (5) work days off annually. These off days shall be earned at the rate of 5/10 days for each month worked but the total time earned shall not exceed five (5) work days.

36.2. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment, as of January 1, 1964, shall be entitled to four (4) work days off annually. These days off shall not apply to the employees in 36.1. These off days shall be earned at the rate of 4/10 days for each month worked but the total time earned shall not exceed four (4) days.

36.3. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment as of January 1, 1969, and thereafter shall be entitled to two (2) work days off annually. These days off shall not apply to the

employees in 36.1 and 36.2. These off days shall be earned at the rate of 2/10 days for each month worked but the total time earned shall not exceed two days.

36.4. These off days may be scheduled and used in the same manner as vacation days with the approval of the department head.

ARTICLE 37

LEAVE OF ABSENCE FOR UNION BUSINESS

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

37.2. No benefits shall accrue to the individual during the term of such unpaid leave of absence, except that such individual shall accrue seniority credited during the term of such unpaid leave of absence.

37.3. The Union, through their Director or his designee, shall notify the City Labor Negotiator in writing at least 14 calendar days prior to the effective commencement date of the leave. An employee making application for return from leave absence shall notify the City Labor Negotiator in writing at least seven calendar days prior to the date of such return. Upon notification from the Union to the City of the employee's return to City employment, the City shall return the employee to the position they previously held, or if the position does not exist, to an equivalent position. For leaves of absences for a duration of three days or less, the Union, through their Director or his designee, shall notify the City Labor Negotiator in writing at least 7 work days prior to the effective commencement date of the leave.

37.4. Unpaid leaves under the provisions of this Article shall not be in effect for more than two City employees at any one time.

37.5. The City Labor Negotiator may withhold the granting of an unpaid leave to an

employe whenever he/she determines that such employe's absence from his/her department will adversely affect the department's essential operations. In the event of such determination, the City Labor Negotiator, or his/her designee, will discuss the matter with the Union prior to the requested leave date.

ARTICLE 38

MILITARY LEAVE

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

a. Subject to the terms and conditions provided under 38.1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

b. Maximum Amount of Time Off With Pay

(1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.

(2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or

naval authority to take such training.

c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under 38.1.b. In all other cases, the employee agrees to allow a payroll adjustment to their biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under 38.1.b., and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.

d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following the employee's release from military duty.

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

a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in 38.2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their position or similar positions.

c. The right to reinstatement provided in 38.2.b., shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

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

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

(b) All Other Active Duty

Subject to Section 673(b), Title 10, United States Code, an employee not covered under 38.2.c. (1)(a) , shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

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

active duty for training.

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where active duty is not covered by 38.2.c. (1) above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty or one year after the employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

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

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

38.4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; but time off with pay shall be granted only for examinations conducted by a United States military agency.

38.5. The City shall have the authority to establish rules and procedures that it deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an

employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 39

TIME OFF FOR JURY DUTY

39.1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.

39.2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.

39.3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.

39.4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty or being under subpoena for shifts which occur

Monday through Friday; if the employee performs jury duty or is under subpoena on Saturday or Sunday and is scheduled to work a second or third shift assignment(s), the employee will be reassigned to the first shift.

ARTICLE 40

FUNERAL LEAVE

40.1. DEFINITIONS:

a. "Funeral Leave" is defined as absence from duty because of either a death in the employe's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employe's grandparent.

b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents.

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

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

40.4. The Employee Relations Director is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service

Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.

40.5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 41

PENSION BENEFITS

41.1. Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. Except for the following changes enumerated below, these pension benefits shall continue unchanged during the term of this Agreement:

Effective Pay Period 1, 2000 (December 26, 1999), pension benefits for employees covered by this Agreement shall be as set forth in the City of Milwaukee's Global Settlement Pension Proposal (Proposal), including all terms, conditions and effective dates therein, provided that such Proposal is approved by 90% of Employee Retirement System members representing 90% of the System's assets and provided further that such Proposal is approved by a court of competent jurisdiction, whose judgement must be final and binding.

If the Global Pension Settlement is adopted pursuant to Section III (G) of the Global Settlement Agreement for General City Employees, and if any portion of this Article is held invalid or compliance with it is restrained by operation of law or by any court of competent jurisdiction, the balance of the Article shall remain in full force and effect and the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such portion.

If the Global Pension Settlement is not adopted pursuant to Section III (G) of the Global Settlement for General City Employees, the parties shall immediately enter into collective bargaining, fully subject to Section 111.70, Wis. Stats. including

access to interest arbitration under the Statute, separate from the interest arbitration for the contract as a whole, for the purpose of negotiating pension issues under the 1999-2000 labor agreement between the parties. Such subjects of negotiations include improvements in pension benefits and retroactivity as applicable.

ARTICLE 42

HEALTH INSURANCE

42.1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 1997-1998 City/Union Agreement, except for the following changes in these benefits:

(1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.

(2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders, shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension to such maximum of no more than 30 additional days during the calendar year may be allowable where such extension is medically justifiable. All other provisions in

respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall remain unchanged.

(3) Effective January 1, 1999, the existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility or a physician's office, that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be two thousand dollars ($2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged, except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased from 80% of one thousand ($1,000) dollars of charges to 80% of two thousand dollars ($2,000) of charges.

(4) A Utilization Review Case Management Program shall cover all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program is an independent review that assures each patient that the proposed hospitalization is necessary, based

upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Manager for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Manager for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

(3) In conjunction with and for the length of the UR/CM program, the City will incorporate changes in plan design that facilitate cost reductions through the use of alternative medical care facilities or medical procedures as prescribed by an employee's physician and approved by UR/CM. These

alternatives will be paid for at 100%. Any second surgical opinion required by UR/CM will be paid for at 100%.

(4) A medical "hot-line," as established by the City shall remain in effect. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area. Employee use of the "hot-line" program shall not be mandatory.

(5) Transplant Benefits

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

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

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

b. Health Maintenance Organization (HMO) Plans

An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Effective January 1, 1999, the benefits for employees enrolled in an HMO Plan offered by the City shall be the uniform benefits specified in the 1995-1996 City of Milwaukee's Request for Proposals from Health Maintenance Organizations, except for the following changes in benefits consistent with the City of Milwaukee Request for Proposals

from Health Maintenance Organizations Seeking Contracts to Participate in the City Employee Health Benefit Program, 1999-2000, Exhibit C. The benefit changes shall be as follows:

-Change $2,700 for transition treatment to 20 visits at 100%

-Change $1,800 for Outpatient visits to 25 visits at 100%

-Change $2,000 for additional outpatient visits at 50% co-pay to 27 visits at 50% co-pay; and

-Change $6,300 for Inpatient hospitalization to 20 days at 100%.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, executed May 1, 1982. The dental insurance coverage for an eligible employee electing coverage under the Basic Dental Plan shall be in lieu of the coverage provided by Prepaid Dental Plans.

d. Prepaid Dental Plans (PDP)

An employee shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan. The benefits of the PDP Plan selected shall be as established by the provider of that PDP Plan.

e. Cost Containment Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

(2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.

(3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application

of the benefits provided under subsections 42.1.a.through 42.1.d.

(4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measure it deems necessary.

(5) Implementation of any of the above cost containment provisions is subject to review and approval of the Joint Labor Management Health Care Cost Containment Committee.

42.2. Eligibility for Benefits

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

b. An employee shall not be eligible for health insurance benefits provided under section 42.1., above, during the time period he/she is initially employed on a provisional, temporary or emergency appointment basis, employed in a student aide type position or in a part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week) position. An employee in the City Laborer (Seasonal) position shall not be eligible for dental insurance.

c. An employee in active service shall be entitled to Dental Plan benefits provided under 42.1.c. or 42.1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to participate in the Dental Plan.

d. An employee in active service who commences receiving a duty disability

retirement allowance during the term of this Agreement shall be entitled to the benefits provided in 42.1.a. or 42.1.b., for the term of this Agreement.

e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in 42.1.a. or 42.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

f. Commencing January 1, 1996, an employee in active service who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 42.1.a. and 42.1.b. during the term of this Agreement, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month to which the deceased retiree would have obtained age 65.

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

a. Employees In Active Service

(1) For Calendar Years 1999 and 2000

(a) For Employees Enrolled in the Basic Plan

(i) For January 1, 1999 through Pay Period 25, 2000.

Except as provided in subsection 42.3.a.(3), below, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $25.00 per month for single enrollment when such employee's enrollment status is single and $50.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(ii) For Pay Period 26, 2000 through December 31, 2000.

Except as provided in subsection 42.3.a.(3), below, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $40.00 per month for single enrollment when such employee's enrollment status is single and $80.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

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

(i) Single Enrollment Status

Except as provided in subsection 42.3.a.(3), below, the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of single enrollment in the HMO offered by the

City pursuant to subsection 42.1.b., above, having the lowest single enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

(ii) Family Enrollment Status

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

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

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

(i) An employee enrolled in the Basic Plan (single or family enrollment

status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under 42.3.a.(1)(a), above; or

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

(iii) An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under 42.3.a.(1)(b) or, above.

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

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 1999 and 2000, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 42.3.a. of this Article, above.

c. Employees Who Retire Between January 1, 1999, and December 31, 2000

(1) For eligible employees who retire between January 1, 1999, and December 31, 2000, the City shall contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of

such excess cost deducted from his/her pension check.

(2) Commencing January 1, 1996, the City will contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan for employees eligible under subsection 42.2.f. of this Article above, between the ages of 55 and 65 who retire from active service on a normal service retirement allowance between January 1, 1999 and December 31, 2000. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.

(3) After December 31, 2000, the term "Basic Plan" as used in this subsection, shall mean the health insurance coverage provided under the Basic Plan provision in the Agreement between the City and the Union as in effect from time to time.

(4) Surviving Spouse

The provisions of subsection 42.3.c.(1) or 42.3.c.(2) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 42.2.e. or 42.2.f. of this Article.

42.4. Cost of Coverage -- Dental Plan

a. Calendar Years 1999 and 2000

In calendar years 1999 and 2000, the City shall contribute an amount up to $13.00 per month for single enrollment and an amount up to $37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. For limited benefit employees, the City shall contribute an amount up to $6.50 per month for single enrollment and an amount up to $18.75 per month for family enrollment towards meeting the subscriber cost of the dental

plan elected. If the subscriber cost for single or family enrollment in the dental plan elected exceeds the maximum City contribution provided, employees shall have the amount of such excess cost deducted from their paycheck on a monthly basis.

42.5. Non-duplication

a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsections 42.1.a. or 42.1.b., above, the coverage shall be limited to one family plan.

b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.

c. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 42.1.a. or 42.1.b. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

d. For an employee who retires after January 1, 1991, if more than one City retiree is a member of the same family, as the term, "family," is defined in the provisions of the Plans defined in subsections 42.1.a. or 42.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

42.6. Employees on Leave of Absence

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

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

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

42.7. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in 42.1.a. provided that:

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

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

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

(1) The Union must notify the City in writing of its intent to proceed to expedited arbitration within 10 calendar days following the conclusion of

aforesaid 5 Step Hearing; failure to do so shall constitute a settlement of the matter in favor of the City.

(2) Only matters involving 42.7.a. of this paragraph, shall be processed under this expedited arbitration proceeding; the provisions of this agreement entitled, Grievance Procedure and Arbitration Procedure, shall not apply to any matter involving aforesaid 42.7.a..

(3) Within five calendar days of the date the Union indicates their intent to proceed to expedited arbitration, the parties shall meet and attempt to select an arbitrator to hear the matter. In the event the parties cannot agree, the Union shall, within 10 calendar days of the date the Union indicated its intent to proceed to arbitration, submit a request to the WERC for a panel of arbitrators. Such request to the WERC shall indicate that the parties want the panel to be comprised of arbitrators familiar with health and/or dental insurance benefits and each member of the panel shall agree that if he/she is selected, he/she shall submit an award in writing to the parties no later than 30 calendar days following the date of his/her selection. The parties shall, within five calendar days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.

(4) The arbitrator shall be limited solely to making a determination of whether or not the proposed new carrier contract is different from the present carrier contract.

(5) The decision of the arbitrator shall be issued to the parties no later than 30 calendar days following the selection of the arbitrator.

(6) The decision of the arbitrator shall specify the nature of the provisions contained with the proposed carrier contract that are different from the

present carrier contract. Effective with the date of the arbitrator's decision, the City shall have the option of modifying the proposed contract to meet the arbitrator's decision or alternately to maintain the present carrier contract.

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

ARTICLE 43

LIFE INSURANCE

43.1. Amount of Life Insurance Coverage

a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary to the next higher thousand dollars of earnings.

b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance following the execution date of this Agreement, at his/her option in increments of $1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or $100,000, whichever is greater. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment. Prior to the effective date established by the City following the execution date of this Agreement, optional coverage shall be as specified in Article 43 of the 1997-1998 Agreement.

c. Upon attaining age 65, the amount of life insurance coverage to which an

employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16-2/3% on his/her Seventieth (70th) birthday.

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

43.2. Adjustment of Coverage

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

43.3. Conditions and Eligibility for Election of Coverage

a. Subject to the terms and conditions provided under 43.3.b. through 43.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 43.1., above, upon completion of 180 consecutive (consecutive means without a break of more than five consecutive days) calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City. Effective the next

month following the execution date of this Agreement, half-time employees who are employed at least 20 hours per week for 365 consecutive calendar days shall become eligible for Life Insurance on a prorata basis.

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

c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election prior to the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

d. An employee shall become entitled to the life insurance coverage provided under 43.1., above, the first of the month following his/her eligibility date.

e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.

f. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

43.4. Cost of Life Insurance Coverage

Except for half-time employees eligible for the life insurance coverage described under section 43.1, above, eligible employees who elect such coverage, shall pay the following amount to the City for calendar years 1999 and 2000: an amount equal to

$0.21 per month for each $1,000 of coverage in excess of $30,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each $1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. Half-time employees eligible for the life insurance coverage described under section 43.1, above, who elect such coverage, shall pay the following amount to the City for the calendar years 1999 and 2000: an amount equal to $0.21 per month for each $1,000 of coverage in excess of $18,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars and an amount equal to the full premium per month for each $1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly pay checks. The City shall make all other necessary payments for the life insurance coverage described under 43.1, above.

43.5. Conditions and Limitations on Benefits

a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under 43.1., above.

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

c. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

43.6. Right of City to Change Carrier

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

ARTICLE 44

CONTRACT ADMINISTRATION

44.1. The Union may designate up to two employees represented by the Union, one of whom shall be the President of Local #33, to perform contract administrator duties on an as needed basis. The Union shall provide the City Labor Negotiator with written notice indicating the names of the two employees it has designated to perform contract administrator duties. If the Union wants to replace such employee, it shall provide the City Labor Negotiator with written notice, not less than 30 calendar days prior to the effective replacement date, indicating the name of the replacement employee and the employee to be replaced, along with the effective date of such replacement.

44.2. Such designated employees shall remain in their employing Departments, retain their job titles continue to be subject to the rules of their departments and, when not performing contract administrator duties, perform assigned duties as determined by their Department Heads. Such designated employees shall be paid at rates consistent with Pay Range 934 (Local 33 President) or 936. They shall be entitled to paid time off during their regularly scheduled hours of work to perform contract administrator duties, subject to the following terms and conditions:

a. Contract administrator duties shall be defined as follows: to assist in conferences with other employees and supervisors, to participate in meetings called by management or otherwise authorized under this Agreement, to assist in resolving problems pertaining to matters of the interpretation, application and enforcement of this Agreement, and to assist the parties in maintaining a harmonious relationship during the term of this Agreement.

b. Such paid time off shall be limited to representing Union members, if requested, attending grievance meetings, attending authorized meetings of City Boards, Commissions and Committees, attending conferences to assist the

Union with other employees and supervisors, attending meetings authorized by the City Labor Negotiator and to processing of contract administration paperwork and related phone calls at the Union office.

c. The designated employees shall submit a report of their activities to their Department head as requested.

d. Designated employees shall under no circumstances be eligible for any salary payments for any work performed:

(1) Beyond eight hours in any one day.

(2) Beyond forty hours in any one week.

(3) On a holiday.

(4) On a off-day.

(5) On a vacation day.

44.3. The base salary and benefits provided to the designated employees shall continue to be under the administration of their Department Heads. The scheduling of the vacation, holiday and "09" day benefits shall be controlled by their Department Heads. The hours of work shall be under the administration and control of their Department Heads.

44.4. A designated employee who is replaced by the Union under 44.1 shall have super seniority under Article 18.2 of this Agreement and shall be able to exercise those rights upon the effective date of his/her replacement.

ARTICLE 45

MUTUAL OBLIGATIONS

45.1. The Union covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all the provisions of this Agreement. The parties agree that in conferences and negotiations, the Union will represent all employees in

the bargaining unit.

45.2. The City covenants, agrees, and represents to the Union that City is duly authorized and empowered to covenant for and on behalf of City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement.

45.3. It is intended by the parties that the provisions of this Agreement shall be in harmony with the duties, obligations, and responsibilities which by law are delegated to the Common Council, and these provisions shall be applied in such a manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to the Common Council.

ARTICLE 46

MISCELLANEOUS

46.1. The City agrees that the department will notify the Union, at the time requests to fill bargaining unit vacancies are filed with the Board of Estimates, of the job(s) involved in each such request.

46.2. The City is in accord with the principle that supervisors should not, as a regular procedure, do work which has normally been assigned only to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the City's operations require some degree of flexibility in that regard in order to meet emergencies, permit experimentation and equipment testing, provide for the training of employees, permit appropriate use to be made of all skills and abilities, and to meet operational needs. If such dispute goes to arbitration, the standards for determining compliance or non-compliance with this paragraph shall be whether the City has acted without proper regard for the principles stated in this paragraph. Enforcement of this paragraph shall be in accordance with Grievance Procedure and Arbitration Procedure Articles of this Agreement.

46.3. The Union agrees to cooperate with City-sponsored, federally-funded programs.

46.4. If the City, during the term of this Agreement, transfers an institution, department or a function to another unit of government, the City shall take reasonable steps to persuade the successor agency to retain affected employees under terms and conditions as nearly as practicable the equivalent of those established under this Agreement.

46.5. The City agrees to refer the question of transportation of bargaining unit employees in the Bureau of Traffic Engineering and Electrical Services and in the Bureau of Forestry to a study committee composed of four (4) persons, two persons appointed by the Union and two persons approved by the City Labor Negotiator to consider any problem which the Union brings to the attention of the committee.

46.6. Milwaukee Public Library employees shall be allowed seven (7) "deduct days" when the employee's sick leave balance is 0 hours.

46.7. A $2.70 per day travel allowance shall be authorized for the following employees:

a. employees assigned to a neighborhood library who are required by the Milwaukee Public Library management to attend in-service training sessions and regular monthly meeting at the Central Library and who use their personal automobiles or take the bus for that purpose.

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

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

46.8. The lunch period for the Meter Shop personnel of the Water Department shall be

thirty (30) minutes.

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

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

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

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

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

46.14. Subject to proper authorization by the City, employees shall be allowed to obtain photo-gray safety glasses. Any additional cost for photo-gray lenses shall be paid for by the employee. Employees who operate vehicles shall not be permitted to wear photo-gray safety glasses while entering or departing from any building or other enclosed area where daylight is absent or limited. Such employees shall be expected to wear other forms of eye wear under such circumstances and may be expected to carry substitute non-photo-gray, untinted glasses (if needed) on their persons for use at such times.

46.15. In the Electrical Services Unit in the Field Operations Section in the Infrastructure Division, summer starting times shall become effective the first weekend in the month of April.

46.16. Milwaukee Public Library employees shall be allowed to use four (4) hours of

"Release Time" in accordance with departmental guidelines.

46.17. Milwaukee Public Library Maintenance Division employees shall be allowed to work two (2) one-half days for a scheduled Saturday.

46.18. Sanitarians I and II, Environmental Enforcement Officers, Environmental Health Specialists II, Vector and Nuisance Control Specialists, Environmental Hygienists and Clinic Assistants in the Health Department shall be eligible for Educational Days in accordance with departmental guidelines. The City shall reimburse Clinic Assistants up to $30 for the cost of an institute attended on an approved Education Day. Cost of meals and transportation and all other matters associated with the institute will be assumed by the employee. If an educational day for Sanitarians I or II, Environmental Enforcement Officers, Environmental Health Specialists II, Vector and Nuisance Control Specialists or Environmental Hygienists is canceled by the Department, the City shall reimburse the employee for the prepaid cost of the institute provided the prepayment cannot be refunded.

46.19. Employees in the Heating and Ventilating Mechanic II job classification in the Buildings and Fleet Division shall receive tools provided by the City, the specific items of which shall be determined by the Buildings and Fleet Director.

46.20. The City's Bus Discount Fare Program is extended to employees represented by AFSCME. The Program shall be as established and administered by the Department of Employee Relations.

46.21. Effective upon the execution date of the 1993-1994 City/Union Agreement, Plant Mechanics II who submit to the Water Plants Manager or his/her designee a written request for an interview for a Water Plant Operator II vacancy shall be considered for such vacancy on a transfer basis without having to take the Water Plant Operator II examination. Such consideration is contingent upon Plant Mechanics II remaining in the same Pay Range as Water Plant Operators II. It is understood that Plant Mechanics II shall continue to be required to fill in as Water Plant Operators II.

46.23. An employee who is assigned to the Sewer Trouble Investigation Crew in the Field Operations Section of the Infrastructure Division to work on an "on-call" basis for a weekend shift and who is not called to work during that weekend shift (weekend shift is defined as the time period from 11 p.m. Friday to 7 a.m. Monday), shall be guaranteed a minimum of three (3) hours compensation at one and one-half times.

ARTICLE 47

POLICE DEPARTMENT MAINTENANCE SERVICES SECTION

47.1. The parties agree that the employees which the Union was certified to represent in the Maintenance Services Section of the Police Department shall be covered by all provisions of the general contract except for the following items which shall supersede the general contract.

47.2. All provisions of the general contract which are in conflict with the authority of the Chief of Police and/or the Fire and Police Commission by virtue of state statutes or charter ordinances shall not be applicable.

47.3. Grievance Procedure

a. Only differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Chief of Police affecting wages, hours, or conditions of employment, that are not inconsistent with Section 62.50, Wisconsin Statutes, shall constitute a grievance under the provisions set forth below.

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

c. Grievances over discipline shall be initiated at the level of the Grievance Procedure immediately above the level of the chain of command at which the discipline was administered, except that in cases of discipline administered by

the Chief of Police the grievance shall be initiated at step 4 of the Grievance Procedure and be reviewed by the Chief of Police.

d. The paragraphs of this Agreement entitled: MANAGEMENT RIGHTS AND SUBORDINATE TO CHARTER, ETC. are intended to recognize the rights of the City and the Chief of Police under Section 62.50, Wisconsin Statutes, and their responsibilities to the public. These paragraphs do not grant to the Union or its members any rights that may provide the basis for a grievance under the provisions of this GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE.

e. All grievances and grievance appeals shall set forth the provision of the Agreement and/or the rule or regulation of the Chief of Police under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to provisions of this GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in the GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE.

47.4. Steps in Grievance Procedure

a. Step 1:

The aggrieved member shall reduce the grievance to writing on a provided numbered form and shall present such written grievance to the immediate supervisor within twenty (20) days of the occurrence of the incident leading to the grievance. Thereafter, the grievant, the Union representative and the immediate supervisor shall meet and discuss the grievance in a friendly manner and shall make every effort to resolve the grievance. Following said meeting, the immediate supervisor shall answer the grievance in writing, setting forth the

reasons for the decision and submit same to the Union representative and the aggrieved within five (5) days after the meeting.

b. Step 2:

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

c. Step 3:

If the grievance is not resolved in step 2 above, the employee or Union representative may, within twenty (20) days of the receipt of the decision of the Building Maintenance Manager, appeal said decision to a panel of not more than three, designated by the Chief of Police. Failure to appeal said decision within said period of time shall constitute a settlement of the grievance. Said appeal shall be in writing and shall be submitted to the Personnel Division and therein a request shall be made for a meeting with said panel to consider the decision of the Building Maintenance Manager. The panel and the grievant and the Union Representative shall meet at a mutually agreeable time. The grievant

shall be entitled to be represented at such appeal meeting and shall have the right to be represented by the Union representative, and the parties shall discuss the Building Maintenance Manager's decision in good faith and attempt to resolve the matter. Within ten (10) days after the meeting said panel shall, in writing, advise the Union representative and the grievant of its determination with respect to the grievance, setting forth the reasons for its decision.

d. Step 4:

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

47.5. Grievance Arbitration

a. Final and binding arbitration may be initiated by the Union serving upon the City Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration within thirty (30) days of receipt of the fourth step answer. Said notice shall identify the grievance and the employees involved.

b. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may, in writing request the Wisconsin Employment Relations Commission to submit

a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.

c. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Chief of Police, the Chief of Police or his representative shall be permitted to participate in the proceeding and to state the Chief of Police's position on the dispute.

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

e. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or submit observations or declarations of opinion which are directly essential in reaching the determination.

f. In reviewing any difference over application of a departmental rule or regulation under this grievance and arbitration procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Chief of Police under Section 62.50, Wisconsin Statutes. The arbitrator shall not impair the ability of the Chief of Police to operate the department in accordance with

the statutory responsibilities under Section 62.50, Wisconsin Statutes, nor shall he impair the authority of the Chief of Police to maintain, establish and modify rules and regulations for the operation of the Police Department, provided such rules and regulations are not in violation of the specific provisions of this Agreement. In addition, the arbitrator shall not prohibit the Chief of Police from executing departmental rules and regulations in a fair and equitable manner.

g. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

h. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing, subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.

i. In matters of departmental discipline involving application of the rules or regulations of the Chief of Police, the arbitrator shall determine whether or not the discipline was for cause.

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

k. The arbitrator shall submit, in writing, his award to:

1. The Labor Negotiator of the City of Milwaukee;

2. Attorneys of Record;

3. Milwaukee District Council 48, AFSCME, AFL-CIO.

47.6. Sick Leave

a. Eligibility for sick leave usage by eligible employees of the City of Milwaukee employed in the Police Department shall begin as soon after regular appointment as any sick leave credit has been earned.

b. Employees reporting an absence due to sickness shall be governed by the rules and regulations of the Police Department.

c. Administration of this paragraph shall be in accordance with Section 4-37 of the Milwaukee Code of Ordinances. The Police Department will control and administer the sick leave benefits.

d. Effective upon the implementation of the Long Term Disability Program, the maximum sick leave accrual for all employees is capped at 120 days.

47.7. Bulletin Boards

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

47.8. Probationary Periods

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

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

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

47.9. b. Effective in the next pay period following the execution date of this Agreement, employees in the Custodial Worker II-City Laborer classification in the

Maintenance Services Section of the Police Department shall receive a premium of $10 biweekly while assigned to and performing work on the wax crew.

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

Heating and Ventilating Mechanics II and Building Maintenance Mechanics in the Police Department who are assigned supervisory responsibilities for a full shift shall receive an additional seventy-six cents ($0.76) per hour. Effective the next pay period following the execution date of this Agreement, the additional pay shall be increased from $0.76 per hour to $1.00 per hour.

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

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

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

a. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation scheduled during the period of such leave provided the Police Department Administration receives a written advance request to use the vacation, which indicates the time and place of the vacation, and provided further, both the employee's private physician and a Police Physician have authorized use of this vacation. Injured employees not using vacation scheduled during the period of their leave, either because they did not make a request for it or because the request was not approved by a Police Physician, shall have their unused vacation rescheduled by the Police Department Administration when they return to duty, if it is possible to do so, before the end of the

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

b. Employees on authorized sick leave shall have their vacation that was scheduled during such leave rescheduled by the Police Department Administration when they return to duty if it is possible to do so before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year,

the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused vacation.

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

47.14. Parking Provision

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

1. An employee with a regular Departmental assignment that requires him/her to report to a Police Administration Building (PAB) work location at the start of his/her regular work shift as of the 15th day of a calendar month shall be eligible for a Regular Parking Allowance benefit for that calendar month; such an employee shall be termed an "eligible employee." Two or more eligible employees may form a carpool for a calendar month (or months) by indicating this fact on a form prescribed by the Department for this purpose and the carpool members shall in aggregate be eligible for a Special Parking Allowance benefit for the calendar months the carpool remains in effect. The Special Parking Allowance benefit shall be in lieu of the Regular Parking Allowance benefit.

2. The City shall provide the Union with a list of City-approved parking facilities and will notify the Union of any change that the City may from time to time make in this list at least sixty (60) calendar days prior to the effective date of such change. Eligible employees shall be entitled to receive either a Regular Parking Allowance benefit or a Special Parking Allowance benefit under the

terms and conditions hereinafter provided:

a. Regular Parking Allowance Benefit

In order to receive a Regular Parking Allowance benefit for a calendar month, an eligible employee must purchase a monthly parking permit for that month from a parking facility on the City-approved list, endorse the permit (or permit stub/receipt deemed acceptable to the Department, whenever the employee must retain the permit in order to receive parking benefits) by indicating his/her signature and payroll number on the portion of his/her monthly parking permit he/she receives from the vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (e.g., the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the employee shall be entitled to receive the seventy-five dollars ($75) monthly Regular Parking Allowance benefit for the month covered by the permit; provided however, if the monthly parking permit purchase price is less than seventy-five dollars ($75), the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit. Effective the next month following the execution date of this Agreement, the maximum reimbursement rate shall be increased from seventy-five dollars ($75) per month to up to eighty-five ($85) per month in calendar year 2000.

b. Special Parking Allowance Benefit

In order to receive a Special Parking Allowance benefit for a calendar month, two or more eligible employees forming a carpool in accordance with the provisions of paragraph 1, hereof, must purchase one monthly parking permit for that month from a parking facility on the City-approved

list. Each employee member of the carpool shall endorse the permit (or permit stub/receipt deemed acceptable to the Department, whenever the employee must retain the permit in order to receive parking benefits) by indicating their signatures and payroll numbers on the portion of the monthly parking permit received from the vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the Police Department Administration no later than the 15th day of the calendar month covered by monthly permit (e.g., the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the carpool members shall in aggregate be entitled to receive a single Special Parking Allowance benefit in accordance with the following schedule (only eligible employees may comprise the carpool):

(1) Two-person carpool -- A total of $80 per month;

(2) Three or more-person carpool -- A total of $105 per month.

If the monthly parking permit purchase price for a carpool is less than the amount to which the carpool is entitled under this schedule, the carpool shall only be eligible for a Special Parking Allowance Benefit equal to the actual cost of the monthly permit. Payment of a Special Parking Allowance benefit shall be made to one member of the carpool designated to receive the payment; such designation shall be indicated on the form referenced in paragraph 1 hereof. Carpool members shall determine the method of apportioning the monthly Special Parking Allowance to which they are entitled, in aggregate, to receive; any dispute involving this apportionment is specifically excluded from the Grievance/Arbitration provisions of this Agreement.

Payments provided hereunder shall be made as soon as administratively practicable after the close of the calendar month covered by the permit. Except

as provided in subsection 3, below, only approved parking facilities' monthly parking permits that are properly endorsed shall be covered by the benefits provided herein. No employee shall be eligible to receive benefits under both paragraphs 2.a. and 2.b. for the same calendar month.

3. The Union recognizes that there are a limited number of parking spaces available at City approved parking facilities; accordingly, monthly parking permits for these spaces will be sold to eligible employees (either individually, or collectively, as one permit for a carpool) on a first-come, first-served basis, subject to their availability. During a calendar month when no monthly parking permit at any City-approved parking facility(ies) is(are) available because the vendor(s) has(have) determined that no space is available, the City will honor monthly parking permit receipts from parking facilities not on the City-approved list that are within the geographic area bounded by West Wisconsin Avenue on the south, North 12th Street on the west, West Juneau Avenue on the north and the Milwaukee River on the east. The employee (or each individual employee comprising a carpool) shall endorse the receipt by indicating his/her signature and payroll number on the monthly parking permit receipt and shall submit the endorsed parking permit receipt to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (e.g., the 15th of April for the month of April). Following submission of the parking permit receipt to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit for the month covered by the parking permit under the same terms and conditions provided in paragraph 2, above.

4. Daily Parking Receipts

During a calendar month when no monthly parking permit is available to an employee under the provisions of either paragraph 2 or 3, hereof, because no

space is available, the City will honor daily parking receipts from parking facilities within the geographic area described in paragraph 3, hereof, subject to the employee submitting a form prescribed by the Department to the Police Department Administration within five consecutive calendar days following the close of the calendar month. The form shall contain the following information:

a. The employee's name, signature, and payroll number (or this information for each individual comprising a carpool);

b. A listing of each individual daily parking receipt for the calendar month indicating the date and amount arranged in date order with a total amount ("total amount") for the calendar month plainly indicated; and

c. All of the daily receipts for the calendar month stapled to the back of the form.

Following submission of the prescribed Departmental form to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit for the calendar month covered by the daily parking receipts equal to the lesser of (1) the "total amount" described in paragraph 4.b., hereof, or (2) the maximum amount provided in paragraphs 2.a. or 2.b., hereof, whichever is applicable. Such benefit shall be in lieu of the monthly parking benefits provided under paragraphs 2 and 3.

5. The benefits provided hereunder are intended to be used by an employee only for the purpose of commuting to and from his/her Departmental work location in connection with his/her City employment. The use of a parking permit by an employee for any other purpose during a calendar month shall disqualify the employee from the benefits provided hereunder for that calendar month.

6. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement. Any payment made under

the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

7. The City shall be held harmless against any and all claims, actions and lawsuits relating to theft or personal property damage brought against the City by employees using parking facilities pursuant to the parking allowance benefits provided herein. The City shall be held harmless against any and all claims, lawsuits, actions, damages and judgments due to the employee's operation of his or her private vehicle at parking facilities which are subject to the parking allowance benefits provided herein. Nothing herein would operate to relieve the City of any liability it may have arising from its actions or omissions or preclude the employee from pursuing any rights or claims he/she may have under Wisconsin State Statute 895.46.

8. Notwithstanding the foregoing, during a calendar month the employee members of a carpool are receiving carpool benefits, the City will honor daily parking receipts for that calendar month in accordance with the following schedule:

   a. Two-person carpool - An amount of reimbursement up to $15 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $85.

   b. Three-or-more-person carpool - An amount of reimbursement up to $35 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $105.

   Carpool members shall determine the method of apportioning the amounts of reimbursement; any dispute involving this apportionment is specifically excluded from the grievance/arbitration provisions of this Agreement.

ARTICLE 48

LONG TERM DISABILITY PROGRAM

48.1. The City will offer a Long-Term Disability ("LTD") Benefit Program.

48.2. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. LTD benefits will begin only after all other temporary disability benefits, such as accumulated sick leave, have been exhausted.

48.3. During a qualifying period of disability, the LTD benefit program will provide no less than 60% of monthly base earnings (excluding bonuses and overtime) as income replacement, up to a maximum of $5,000.00 per month, reduced by all available temporary disability benefits such as sick leave benefits; amounts available from any other city, state or federal programs which may be paid on account of the same disability; and any income earned by the employee during the period of disability.

48.4. Benefits payable under the LTD benefit program shall be established by an LTD benefit administrator selected by the City. The LTD benefit administrator shall provide a procedure for an employee to dispute claims and claim decisions. No dispute arising under the LTD benefit program shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the City has failed to pay required payments to the LTD benefit administrator.

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

LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

ARTICLE 49

AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 50

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

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

ARTICLE 51

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

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

ARTICLE 52

SAVINGS CLAUSE

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

ARTICLE 53

ENTIRE AGREEMENT

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

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

Dated at Milwaukee, Wisconsin, this 20th day of December, 2000.

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

MILWAUKEE DISTRICT COUNCIL #48
AFSCME, AFL-CIO
and its
Appropriate Affiliated Locals

BY: _____
Richard Abelson, Executive Director

_____
Robert Klaus, Staff Representative

_____
Gregory Radtke, Staff Representative

CITY OF MILWAUKEE
A Municipal Corporation

BY: _____
Jeffrey Hansen
Director of Employee Relations

_____
Frank H. Forbes
City Labor Negotiator

_____
Elisabeth F. Schraith
Staff Representative

_____
Katherine Green
Staff Representative

_____
Sally McAttee
Staff Representative

FOR THE UNION:

_____
John Garland, President, Local 33

_____
William Averill, President, Local 40

_____
John English, President, Local 47

_____
Randy Ruesek, President, Local 381

_____
Patrick Klinger, President, Local 423

_____
Paula Dorsey, President, Local 426

FOR THE CITY:

_____
John O. Norquist, Mayor

_____
Marvin E. Pratt, Alderman
President, Common Council

_____
Ronald D. Leonhardt, City Clerk

_____ DEPUTY
for W. Martin Morics, Comptroller

_____
Fredrick G. Gordon, Alderman
Chairman, Labor Policy Committee

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SIGNATURES

Christine Maurer, President, Local 428

Brian Stafford, President, Local 550

Gary Wuttken, President, Local 952

Terri Linder, President, Local 1091

Maurice Lyles, President, Local 1238

Karen Jacobs, President, Local 2754

Gregory Pelzek, Negotiating Team Member

Alvin Madison, Negotiating Team Member

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APPENDIX "A"

1999 RATES OF PAY

Effective Pay Period 1, 1999 (December 27, 1998), the biweekly rates of pay are as follows:

Pay Range 200

Official Rate-Biweekly					
838.84	898.40	934.82	951.88	970.20	
988.56	1,006.92	1,038.78			

Pay Range 205

Official Rate-Biweekly					
904.90	967.02	1,006.92	1,027.90	1,048.89	
1,069.81	1,104.54				

Pay Range 210

Official Rate-Biweekly					
962.32	1,027.90	1,048.89	1,069.81	1,093.67	1,126.12

Pay Range 215

Official Rate-Biweekly				
1,051.00	1,071.94	1,095.78	1,117.36	1,152.58

Pay Range 220

Official Rate-Biweekly				
1,061.45	1,083.86	1,106.58	1,129.53	1,165.40

Pay Range 225

Official Rate-Biweekly				
1,071.94	1,095.78	1,117.36	1,141.70	1,178.24

Pay Range 230

Official Rate-Biweekly				
1,080.47	1,102.05	1,126.36	1,151.99	1,189.88

Pay Range 235

Official Rate-Biweekly				
1,104.89	1,128.22	1,153.87	1,180.88	1,220.14

Pay Range 238

Official Rate-Biweekly				
1,117.42	1,141.24	1,166.91	1,194.10	1,234.31

Pay Range 240

Official Rate-Biweekly				
1,129.96	1,154.28	1,179.95	1,207.31	1,248.51

Pay Range 245

Official Rate-Biweekly				
1,157.03	1,182.64	1,209.66	1,238.02	1,279.16

Pay Range 247

Official Rate-Biweekly				
1,209.26	1,236.29	1,264.91	1,296.31	1,340.78

Pay Range 248

Official Rate-Biweekly				
1,170.83	1,197.84	1,226.48	1,257.89	1,302.33

Pay Range 249

Official Rate-Biweekly				
1,173.25	1,201.22	1,231.01	1,264.42	1,311.57

Pay Range 250

Official Rate-Biweekly				
1,184.68	1,213.05	1,243.34	1,277.77	1,325.52

Pay Range 252

Official Rate-Biweekly				
1,201.39	1,229.18	1,259.45	1,293.93	1,341.62

Pay Range 254

Official Rate-Biweekly				
1,170.87	1,243.88	1,274.09	1,308.55	1,356.33

Pay Range 255

Official Rate-Biweekly				
1,215.47	1,243.88	1,274.09	1,308.55	1,356.33

Pay Range 258

Official Rate-Biweekly				
1,225.45	1,254.80	1,287.09	1,323.06	1,389.56

Pay Range 260

Official Rate-Biweekly				
1,235.41	1,265.69	1,300.10	1,337.65	1,389.90

Pay Range 262

Official Rate-Biweekly				
1,250.40	1,280.53	1,318.97	1,358.45	1,407.74

Pay Range 264

Official Rate-Biweekly				
1,263.90	1,293.21	1,325.51	1,361.51	1,411.52

Pay Range 265

Official Rate-Biweekly				
1,273.12	1,307.54	1,344.41	1,382.84	1,435.08

Pay Range 268

Official Rate-Biweekly				
1,280.89	1,318.47	1,358.28	1,401.47	1,459.23

Pay Range 270

Official Rate-Biweekly				
1,305.89	1,343.52	1,383.27	1,426.50	1,484.26

Pay Range 272

Official Rate-Biweekly		
907.15	946.89	996.54

Pay Range 274

Official Rate-Biweekly	
1,034.87	1,104.40

Pay Range 275

Official Rate-Biweekly				
1,305.89	1,343.52	1,383.27	1,426.50	1,512.43

Pay Range 276

Official Rate-Biweekly

1,152.17	1,221.70

Pay Range 278

Official Rate-Biweekly

1,300.68	1,354.14

Pay Range 280

Official Rate-Biweekly

1,435.49

Pay Range 282

Official Rate-Biweekly

1,393.22	1,438.26	1,486.84	1,536.36	1,598.34

Pay Range 285

Official Rate-Biweekly

1,400.75	1,446.45	1,495.97	1,546.36	1,609.12

Pay Range 300

Official Rate-Biweekly

858.06	873.03	909.44	926.51	944.86
963.25	981.51	1,013.42		

Pay Range 305

Official Rate-Biweekly

889.23	906.75	944.86	963.25	981.51
1,002.54	1,034.37			

Pay Range 309

Official Rate-Biweekly

879.59	941.65	981.51	1,002.54	1,023.48
1,044.44	1,079.15			

Pay Range 310

Official Rate-Biweekly

924.14	941.65	981.51	1,002.54	1,023.48
1,044.44	1,079.15			

Pay Range 314

Official Rate-Biweekly					
936.96	1,002.54	1,023.48	1,044.44	1,068.29	1,100.80

Pay Range 324

Official Rate-Biweekly				
978.88	1,044.44	1,068.29	1,089.93	1,125.15

Pay Range 325

Official Rate-Biweekly				
1,023.48	1,044.44	1,068.29	1,089.93	1,125.15

Pay Range 329

Official Rate-Biweekly				
999.87	1,068.29	1,089.93	1,114.27	1,150.78

Pay Range 330

Official Rate-Biweekly				
1,044.44	1,068.29	1,089.93	1,114.27	1,150.78

Pay Range 335

Official Rate-Biweekly				
1,068.29	1,089.93	1,114.27	1,139.91	1,177.72

Pay Range 338

Official Rate-Biweekly				
1,079.15	1,100.80	1,125.15	1,150.78	1,189.88

Pay Range 340

Official Rate-Biweekly				
1,089.93	1,114.27	1,139.91	1,166.86	1,206.12

Pay Range 344

Official Rate-Biweekly				
1,069.64	1,139.91	1,166.86	1,195.25	1,236.44

Pay Range 345

Official Rate-Biweekly				
1,114.27	1,139.91	1,166.86	1,195.24	1,236.44

Pay Range 347

Official Rate-Biweekly				
1,156.53	1,177.72	1,198.93	1,220.14	1,248.51

Pay Range 350

Official Rate-Biweekly				
1,139.91	1,166.86	1,195.25	1,225.57	1,270.86

Pay Range 355

Official Rate-Biweekly				
1,166.86	1,195.25	1,225.57	1,259.98	1,307.72

Pay Range 360

Official Rate-Biweekly				
1,195.25	1,225.57	1,259.98	1,296.85	1,346.15

Pay Range 400

Official Rate-Biweekly				
757.64	815.98	849.49	865.25	882.23
900.62	918.95	948.16		

Pay Range 404

Official Rate-Biweekly				
799.71	858.06	893.72	909.44	926.51
944.86	963.25	992.39		

Pay Range 405

Official Rate-Biweekly				
844.33	858.06	893.72	909.44	926.51
944.86	963.25	992.39		

Pay Range 406

Official Rate-Biweekly				
814.40	873.93	910.29	926.34	943.72
962.44	981.20	1,010.71		

Pay Range 410

Official Rate-Biweekly				
879.55	899.55	937.27	958.28	979.27
1,000.20	1,034.95			

Pay Range 415

Official Rate-Biweekly				
924.14	941.65	981.51	1,002.54	1,023.48
1,044.44	1,079.15			

Pay Range 424

Official Rate-Biweekly				
924.14	941.65	981.51	1,002.54	1,023.48
1,045.66	1,069.97	1,106.50		

Pay Range 425

Official Rate-Biweekly				
1,000.20	1,024.09	1,045.66	1,069.97	1,106.50

Pay Range 430

Official Rate-Biweekly				
1,023.48	1,044.44	1,068.29	1,089.93	1,125.15

Pay Range 435

Official Rate-Biweekly				
1,044.44	1,068.29	1,089.93	1,114.27	1,150.78

Pay Range 437

Official Rate-Biweekly				
1,016.61	1,038.83	1,064.11	1,087.09	1,112.92
1,140.12	1,168.70			

Pay Range 440

Official Rate-Biweekly				
1,068.29	1,089.93	1,114.27	1,139.91	1,177.72

Pay Range 445

Official Rate-Biweekly				
1,089.93	1,114.27	1,139.91	1,166.86	1,206.12

Pay Range 450

Official Rate-Biweekly				
1,064.11	1,087.09	1,112.92	1,140.12	1,168.70
1,198.82	1,230.98			

Pay Range 455

Official Rate-Biweekly				
1,139.91	1,166.86	1,195.25	1,225.57	1,270.86

Pay Range 460

Official Rate-Biweekly				
1,166.86	1,195.25	1,225.57	1,259.98	1,307.72

Pay Range 475

Official Rate-Biweekly				
1,198.82	1,230.98	1,267.50	1,306.60	1,347.37
1,391.17	1,438.97			

Pay Range 500

Official Rate-Biweekly				
1,044.44	1,068.29	1,089.93	1,114.27	1,150.78

Pay Range 503

Official Rate-Biweekly				
981.51	1,002.54	1,023.48	1,044.44	1,068.29
1,098.74	1,129.19	1,172.25		

Pay Range 504

Official Rate-Biweekly					
1,044.44	1,074.94	1,106.34	1,138.65	1,171.90	1,206.12

Pay Range 505

Official Rate-Biweekly				
1,089.93	1,114.27	1,139.91	1,166.86	1,206.12

Pay Range 508

Official Rate-Biweekly				
1,056.91	1,092.43	1,129.19	1,167.29	1,217.60

Pay Range 510

Official Rate-Biweekly				
1,114.27	1,139.91	1,166.86	1,195.25	1,236.44

Pay Range 515

Official Rate-Biweekly					
1,069.64	1,166.86	1,225.57	1,259.98	1,307.72	

Pay Range 516

Official Rate-Biweekly					
1,139.91	1,166.86	1,195.25	1,225.57	1,259.98	1,294.74

Pay Range 520

Official Rate-Biweekly				
1,166.86	1,195.25	1,225.57	1,259.98	1,307.72

Pay Range 522

Official Rate-Biweekly				
1,169.71	1,203.33	1,241.55	1,282.53	1,325.11

Pay Range 525

Official Rate-Biweekly				
1,195.25	1,225.57	1,259.98	1,296.85	1,346.15

Pay Range 526

Official Rate-Biweekly				
1,169.71	1,233.82	1,316.05	1,355.82	1,399.06

Pay Range 528

Official Rate-Biweekly				
1,179.98	1,254.90	1,289.30	1,326.20	1,375.45

Pay Range 529

Official Rate-Biweekly	
774.30	826.89

Pay Range 530

Official Rate-Biweekly				
1,225.57	1,259.98	1,296.85	1,335.28	1,387.43

Pay Range 532

Official Rate-Biweekly					
1,167.29	1,206.74	1,247.60	1,289.93	1,333.78	1,390.06

Pay Range 534

Official Rate-Biweekly				
1,215.38	1,296.85	1,335.28	1,376.55	1,432.49

Pay Range 535

Official Rate-Biweekly				
1,259.98	1,296.85	1,335.28	1,376.55	1,432.49

Pay Range 540

Official Rate-Biweekly				
1,296.85	1,335.28	1,376.55	1,421.62	1,481.10

Pay Range 541

Official Rate-Biweekly				
1,296.85	1,335.28	1,376.55	1,421.62	1,537.86

Pay Range 542

Official Rate-Biweekly				
1,355.82	1,399.06	1,455.07	1,501.79	1,537.86

Pay Range 545

Official Rate- Biweekly				
1,335.28	1,376.55	1,421.62	1,470.21	1,530.62

Pay Range 546

Official Rate-Biweekly					
1,335.28	1,387.99	1,442.88	1,500.04	1,559.60	1,632.48

Pay Range 547

Official Rate-Biweekly					
1,371.05	1,421.07	1,474.96	1,531.63	1,582.92	1,662.58

Pay Range 549

Official Rate-Biweekly				
1,519.74	1,624.74	1,682.40	1,732.86	1,784.86

Pay Range 550

Official Rate-Biweekly				
1,376.55	1,421.62	1,470.21	1,519.74	1,575.05

Pay Range 552

Official Rate-Biweekly					
1,376.55	1,421.62	1,470.21	1,521.24	1,578.31	

Pay Range 553

Official Rate-Biweekly					
1,376.55	1,421.62	1,470.21	1,519.74	1,635.62	

Pay Range 555

Official Rate-Biweekly					
1,421.62	1,470.21	1,519.74	1,564.17	1,623.22	

Pay Range 556

Official Rate-Biweekly					
1,421.62	1,470.21	1,519.74	1,564.17	1,674.25	1,733.41

Pay Range 557

Official Rate-Biweekly					
1,453.54	1,502.84	1,547.40	1,595.55	1,654.52	

Pay Range 558

Official Rate-Biweekly					
1,376.55	1,421.62	1,470.21	1,519.74	1,594.14	
1,637.14	1,691.00				

Pay Range 559

Official Rate-Biweekly					
1,584.01	1,629.79	1,676.88	1,725.34	1,775.21	1,826.51

Pay Range 560

Official Rate-Biweekly					
1,519.74	1,564.17	1,612.34	1,660.55	1,735.13	

Pay Range 565

Official Rate-Biweekly					
1,564.17	1,612.34	1,660.55	1,724.24	1,798.85	

Pay Range 572

Official Rate-Biweekly					
1,421.62	1,470.21	1,519.74	1,564.17	1,654.16	

Pay Range 576

Official Rate-Biweekly					
1,612.34	1,660.55	1,724.24	1,787.99	1,907.90	

Pay Range 585

Official Rate-Biweekly					
1,660.55	1,724.24	1,787.99	1,861.12	1,932.56	2,054.43

Pay Range 587

Official Rate-Biweekly					
1,681.73	1,755.12	1,831.63	1,911.50	2,005.74	

Pay Range 589

Official Rate-Biweekly					
1,732.86	1,784.86	1,838.40	1,893.55	1,950.36	

Pay Range 590

Official Rate-Biweekly					
1,787.99	1,861.12	1,932.56	1,983.64	2,100.24	2,212.70

Pay Range 591

Official Rate-Biweekly					
1,831.47	1,902.14	1,986.47	2,063.11	2,142.70	2,225.38

Pay Range 592

Official Rate-Biweekly					
1,181.97	1,222.30	1,265.16	1,310.10	1,356.85	1,418.30

Pay Range 593

Official Rate-Biweekly					
1,310.10	1,356.85	1,407.42	1,461.17	1,517.00	1,585.94

Pay Range 594

Official Rate-Biweekly					
1,356.85	1,407.42	1,461.17	1,517.00	1,575.07	1,646.34

Pay Range 595

Official Rate-Biweekly					
1,407.42	1,461.17	1,517.00	1,575.07	1,635.48	1,709.13

Pay Range 596

Official Rate-Biweekly					
1,461.17	1,517.00	1,575.07	1,635.48	1,698.26	1,774.46

Pay Range 597

Official Rate-Biweekly				
1,564.17	1,612.34	1,660.55	1,724.24	1,798.85

Pay Range 598

Official Rate-Biweekly					
1,635.48	1,698.26	1,763.60	1,831.47	1,902.14	1,986.47

Pay Range 599

Official Rate-Biweekly				
1,787.99	1,861.12	1,932.56	1,983.64	2,100.24
2,212.70	2,301.21			

Pay Range 600

Official Rate-Biweekly				
953.69	1,026.04	1,051.18	1,079.57	1,151.56

Pay Range 602

Official Rate-Biweekly					
				*	*
1,109.46	1,140.97	1,174.05	1,209.34	1,249.48	1,359.00

Pay Range 604

Official Rate-Biweekly				
1,294.97	1,348.57	1,404.56	1,462.93	1,523.87
*	*	*		
1,587.51	1,653.84	1,734.02		

Pay Range 606

Official Rate-Biweekly				
1,523.87	1,587.51	1,653.84	1,723.14	1,795.43
*	*			
1,870.88	1,960.49			

Pay Range 607

Official Rate-Biweekly				
1,910.86	1,994.87	2,081.79	2,172.55	2,278.16

Pay Range 934

Official Rate-Biweekly
1,590.13

Pay Range 936

Official Rate-Biweekly
1,725.79

Pay Range 940

Official Rate-Hourly
14.17 14.68 15.55

Pay Range 951

Official Rate-Biweekly
1,224.73 1,265.67 1,317.45

Pay Range 954

Official Rate-Hourly
17.10

Pay Range 955

Official Rate-Biweekly
1,345.80

Effective Pay Period 19, 1999 (September 5, 1999):

Pay Range 536

Official Rate-Biweekly
1,215.40 1,276.17 1,340.03

Pay Range 588

Official Rate-Biweekly *
1,406.98 1,477.02 1,536.76 1,597.53 1,661.39 1,728.34
* *
1,797.35 1,869.45 1,943.61 2,021.89 2,102.23 2,186.69

2000 RATES OF PAY

Effective Pay Period 1, 2000 (December 26, 1999), the biweekly rates of pay are as follows:

Pay Range 200

Official Rate-Biweekly					
866.10	927.60	965.20	982.82	1,001.73	
1,020.69	1,039.64	1,072.54			

Pay Range 205

Official Rate-Biweekly					
934.31	998.45	1,039.64	1,061.31	1,082.98	
1,104.58	1,140.44				

Pay Range 210

Official Rate-Biweekly					
993.60	1,061.31	1,082.98	1,104.58	1,129.21	1,162.72

Pay Range 215

Official Rate-Biweekly				
1,085.16	1,106.78	1,131.39	1,153.67	1,190.04

Pay Range 220

Official Rate-Biweekly				
1,095.95	1,119.09	1,142.54	1,166.24	1,203.28

Pay Range 225

Official Rate-Biweekly				
1,106.78	1,131.39	1,153.67	1,178.81	1,216.53

Pay Range 230

Official Rate-Biweekly				
1,115.59	1,137.87	1,162.97	1,189.43	1,228.55

Pay Range 235

Official Rate-Biweekly				
1,140.80	1,164.89	1,191.37	1,219.26	1,259.79

Pay Range 238

Official Rate-Biweekly				
1,153.74	1,178.33	1,204.83	1,232.91	1,274.43

Pay Range 240

Official Rate-Biweekly				
1,166.68	1,191.79	1,218.30	1,246.55	1,289.09

Pay Range 245

Official Rate-Biweekly				
1,194.63	1,221.08	1,248.97	1,278.26	1,320.73

Pay Range 247

Official Rate-Biweekly				
1,248.56	1,276.47	1,306.02	1,338.44	1,384.36

Pay Range 248

Official Rate-Biweekly				
1,208.88	1,236.77	1,266.34	1,298.77	1,344.66

Pay Range 249

Official Rate-Biweekly				
1,211.38	1,240.26	1,271.02	1,305.51	1,354.20

Pay Range 250

Official Rate-Biweekly				
1,223.18	1,252.47	1,283.75	1,319.30	1,368.60

Pay Range 252

Official Rate-Biweekly				
1,240.44	1,269.13	1,300.38	1,335.98	1,385.22

Pay Range 254

Official Rate-Biweekly				
1,208.92	1,284.31	1,315.50	1,351.08	1,400.41

Pay Range 255

Official Rate-Biweekly				
1,254.97	1,284.31	1,315.50	1,351.08	1,400.41

Pay Range 258

Official Rate-Biweekly				
1,265.28	1,295.58	1,328.92	1,366.06	1,434.72

Pay Range 260

Official Rate-Biweekly				
1,275.56	1,306.82	1,342.35	1,381.12	1,435.07

Pay Range 262

Official Rate-Biweekly				
1,291.04	1,322.15	1,361.84	1,402.60	1,453.49

Pay Range 264

Official Rate-Biweekly				
1,304.98	1,335.24	1,368.59	1,405.76	1,457.39

Pay Range 265

Official Rate-Biweekly				
1,314.50	1,350.04	1,388.10	1,427.78	1,481.72

Pay Range 268

Official Rate-Biweekly				
1,322.52	1,361.32	1,402.42	1,447.02	1,506.65

Pay Range 270

Official Rate-Biweekly				
1,348.33	1,387.18	1,428.23	1,472.86	1,532.50

Pay Range 272

Official Rate-Biweekly		
936.63	977.66	1,028.93

Pay Range 274

Official Rate-Biweekly	
1,068.50	1,140.29

Pay Range 275

Official Rate-Biweekly				
1,348.33	1,387.18	1,428.23	1,472.86	1,561.58

Pay Range 276

Official Rate-Biweekly	
1,189.62	1,261.41

Pay Range 278

Official Rate-Biweekly

1,342.95	1,398.15

Pay Range 280

Official Rate-Biweekly

1,482.14

Pay Range 282

Official Rate-Biweekly

1,438.50	1,485.00	1,535.16	1,586.29	1,650.29

Pay Range 285

Official Rate-Biweekly

1,446.27	1,493.46	1,544.59	1,596.62	1,661.42

Pay Range 300

Official Rate-Biweekly

885.95	901.40	939.00	956.62	975.57
994.56	1,013.41	1,046.36		

Pay Range 305

Official Rate-Biweekly

918.13	936.22	975.57	994.56	1,013.41
1,035.12	1,067.99			

Pay Range 309

Official Rate-Biweekly

908.18	972.25	1,013.41	1,035.12	1,056.74
1,078.38	1,114.22			

Pay Range 310

Official Rate-Biweekly

954.17	972.25	1,013.41	1,035.12	1,056.74
1,078.38	1,114.22			

Pay Range 314

Official Rate-Biweekly

967.41	1,035.12	1,056.74	1,078.38	1,103.01	1,136.58

Pay Range 324

Official Rate-Biweekly				
1,010.69	1,078.38	1,103.01	1,125.35	1,161.72

Pay Range 325

Official Rate-Biweekly				
1,056.74	1,078.38	1,103.01	1,125.35	1,161.72

Pay Range 329

Official Rate-Biweekly				
1,032.37	1,103.01	1,125.35	1,150.48	1,188.18

Pay Range 330

Official Rate-Biweekly				
1,078.38	1,103.01	1,125.35	1,150.48	1,188.18

Pay Range 335

Official Rate-Biweekly				
1,103.01	1,125.35	1,150.48	1,176.96	1,216.00

Pay Range 338

Official Rate-Biweekly		
1,114.22	1,136.58	1,161.72
1,188.18	1,228.55	

Pay Range 340

Official Rate-Biweekly				
1,125.35	1,150.48	1,176.96	1,204.78	1,245.32

Pay Range 344

Official Rate-Biweekly				
1,104.40	1,176.96	1,204.78	1,234.10	1,276.62

Pay Range 345

Official Rate-Biweekly				
1,150.48	1,176.96	1,204.78	1,234.09	1,276.62

Pay Range 347

Official Rate-Biweekly				
1,194.12	1,216.00	1,237.90	1,259.79	1,289.09

Pay Range 350

Official Rate-Biweekly				
1,176.96	1,204.78	1,234.10	1,265.40	1,312.16

Pay Range 355

Official Rate-Biweekly				
1,204.78	1,234.10	1,265.40	1,300.93	1,350.22

Pay Range 360

Official Rate-Biweekly				
1,234.10	1,265.40	1,300.93	1,339.00	1,389.90

Pay Range 400

Official Rate-Biweekly				
782.26	842.50	877.10	893.37	910.90
929.89	948.82	978.98		

Pay Range 404

Official Rate-Biweekly				
825.70	885.95	922.77	939.00	956.62
975.57	994.56	1,024.64		

Pay Range 405

Official Rate-Biweekly				
871.77	885.95	922.77	939.00	956.62
975.57	994.56	1,024.64		

Pay Range 406

Official Rate-Biweekly				
840.87	902.33	939.87	956.45	974.39
993.72	1,013.09	1,043.56		

Pay Range 410

Official Rate-Biweekly					
908.14	928.79	967.73	989.42	1,011.10	
1,032.71	1,068.59				

Pay Range 415

Official Rate-Biweekly					
954.17	972.25	1,013.41	1,035.12	1,056.74	1,078.38
1,114.22					

Pay Range 424

Official Rate-Biweekly				
954.17	972.25	1,013.41	1,035.12	1,056.74
1,079.64	1,104.74	1,142.46		

Pay Range 425

Official Rate-Biweekly				
1,032.71	1,057.37	1,079.64	1,104.74	1,142.46

Pay Range 430

Official Rate-Biweekly				
1,056.74	1,078.38	1,103.01	1,125.35	1,161.72

Pay Range 435

Official Rate-Biweekly				
1,078.38	1,103.01	1,125.35	1,150.48	1,188.18

Pay Range 437

Official Rate-Biweekly				
1,049.65	1,072.59	1,098.69	1,122.42	1,149.09
1,177.17	1,206.68			

Pay Range 440

Official Rate-Biweekly				
1,103.01	1,125.35	1,150.48	1,176.96	1,216.00

Pay Range 445

Official Rate-Biweekly				
1,125.35	1,150.48	1,176.96	1,204.78	1,245.32

Pay Range 450

Official Rate-Biweekly				
1,098.69	1,122.42	1,149.09	1,177.17	1,206.68
1,237.78	1,270.99			

Pay Range 455

Official Rate-Biweekly				
1,176.96	1,204.78	1,234.10	1,265.40	1,312.16

Pay Range 460

Official Rate-Biweekly					
1,204.78	1,234.10	1,265.40	1,300.93	1,350.22	

Pay Range 475

Official Rate-Biweekly					
1,237.78	1,270.99	1,308.69	1,349.06	1,391.16	
1,436.38	1,485.74				

Pay Range 500

Official Rate-Biweekly					
1,078.38	1,103.01	1,125.35	1,150.48	1,188.18	

Pay Range 503

Official Rate-Biweekly					
1,013.41	1,035.12	1,056.74	1,078.38	1,103.01	
1,134.45	1,165.89	1,210.35			

Pay Range 504

Official Rate-Biweekly					
1,078.38	1,109.88	1,142.30	1,175.66	1,209.99	1,245.32

Pay Range 505

Official Rate-Biweekly					
1,125.35	1,150.48	1,176.96	1,204.78	1,245.32	

Pay Range 508

Official Rate-Biweekly					
1,091.26	1,127.93	1,165.89	1,205.23	1,257.17	

Pay Range 510

Official Rate-Biweekly					
1,150.48	1,176.96	1,204.78	1,234.10	1,276.62	

Pay Range 515

Official Rate-Biweekly					
1,104.40	1,204.78	1,265.40	1,300.93	1,350.22	

Pay Range 516

Official Rate-Biweekly					
1,176.96	1,204.78	1,234.10	1,265.40	1,300.93	1,336.82

Pay Range 520

Official Rate-Biweekly				
1,204.78	1,234.10	1,265.40	1,300.93	1,350.22

Pay Range 522

Official Rate-Biweekly				
1,207.73	1,242.44	1,281.90	1,324.21	1,368.18

Pay Range 525

Official Rate-Biweekly				
1,234.10	1,265.40	1,300.93	1,339.00	1,389.90

Pay Range 526

Official Rate-Biweekly				
1,207.73	1,273.92	1,358.82	1,399.88	1,444.53

Pay Range 528

Official Rate-Biweekly				
1,218.33	1,295.68	1,331.20	1,369.30	1,420.15

Pay Range 529

Official Rate-Biweekly	
799.46	853.76

Pay Range 530

Official Rate-Biweekly				
1,265.40	1,300.93	1,339.00	1,378.68	1,432.52

Pay Range 532

Official Rate-Biweekly					
1,205.23	1,245.96	1,288.15	1,331.85	1,377.13	1,435.24

Pay Range 534

Official Rate-Biweekly				
1,254.88	1,339.00	1,378.68	1,421.29	1,479.05

Pay Range 535

Official Rate-Biweekly				
1,300.93	1,339.00	1,378.68	1,421.29	1,479.05

Pay Range 536

Official Rate-Biweekly					
1,254.90	1,317.65	1,383.58			

Pay Range 540

Official Rate-Biweekly					
1,339.00	1,378.68	1,421.29	1,467.82	1,529.24	

Pay Range 541

Official Rate-Biweekly					
1,339.00	1,378.68	1,421.29	1,467.82	1,587.84	

Pay Range 542

Official Rate-Biweekly					
1,399.88	1,444.53	1,502.36	1,550.60	1,587.84	

Pay Range 545

Official Rate- Biweekly					
1,378.68	1,421.29	1,467.82	1,517.99	1,580.37	

Pay Range 546

Official Rate-Biweekly					
1,378.68	1,433.10	1,489.77	1,548.79	1,610.29	1,685.54

Pay Range 547

Official Rate-Biweekly					
1,415.61	1,467.25	1,522.90	1,581.41	1,634.36	1,716.61

Pay Range 549

Official Rate-Biweekly					
1,569.13	1,677.54	1,737.08	1,789.18	1,842.87	

Pay Range 550

Official Rate-Biweekly					
1,421.29	1,467.82	1,517.99	1,569.13	1,626.24	

Pay Range 552

Official Rate-Biweekly					
1,421.29	1,467.82	1,517.99	1,570.68	1,629.61	

Pay Range 553

Official Rate-Biweekly				
1,421.29	1,467.82	1,517.99	1,569.13	1,688.78

Pay Range 555

Official Rate-Biweekly				
1,467.82	1,517.99	1,569.13	1,615.01	1,675.97

Pay Range 556

Official Rate-Biweekly					
1,467.82	1,517.99	1,569.13	1,615.01	1,728.66	1,789.75

Pay Range 557

Official Rate-Biweekly				
1,500.78	1,551.68	1,597.69	1,647.41	1,708.29

Pay Range 558

Official Rate-Biweekly				
1,421.29	1,467.82	1,517.99	1,569.13	1,645.95
1,690.35	1,745.96			

Pay Range 559

Official Rate-Biweekly					
1,635.49	1,682.76	1,731.38	1,781.41	1,832.90	1,885.87

Pay Range 560

Official Rate-Biweekly				
1,569.13	1,615.01	1,664.74	1,714.52	1,791.52

Pay Range 565

Official Rate-Biweekly				
1,615.01	1,664.74	1,714.52	1,780.28	1,857.31

Pay Range 572

Official Rate-Biweekly				
1,467.82	1,517.99	1,569.13	1,615.01	1,707.92

Pay Range 576

Official Rate-Biweekly				
1,664.74	1,714.52	1,780.28	1,846.10	1,969.91

Pay Range 585

Official Rate-Biweekly					
1,714.52	1,780.28	1,846.10	1,921.61	1,995.37	2,121.20

Pay Range 587

Official Rate-Biweekly				
1,736.39	1,812.16	1,891.16	1,973.62	2,070.93

Pay Range 588

Official Rate-Biweekly				*	
1,452.71	1,525.02	1,586.70	1,649.45	1,715.39	1,784.51
		*		*	
1,855.76	1,930.21	2,006.78	2,087.60	2,170.55	2,257.76

Pay Range 589

Official Rate-Biweekly				
1,789.18	1,842.87	1,898.15	1,955.09	2,013.75

Pay Range 590

Official Rate-Biweekly					
1,846.10	1,921.61	1,995.37	2,048.11	2,168.50	2,284.61

Pay Range 591

Official Rate-Biweekly					
1,890.99	1,963.96	2,051.03	2,130.16	2,212.34	2,297.70

Pay Range 592

Official Rate-Biweekly					
1,220.38	1,262.02	1,306.28	1,352.68	1,400.95	1,464.39

Pay Range 593

Official Rate-Biweekly					
1,352.68	1,400.95	1,453.16	1,508.66	1,566.30	1,637.48

Pay Range 594

Official Rate-Biweekly					
1,400.95	1,453.16	1,508.66	1,566.30	1,626.26	1,699.85

Pay Range 595

Official Rate-Biweekly					
1,453.16	1,508.66	1,566.30	1,626.26	1,688.63	1,764.68

Pay Range 596

Official Rate-Biweekly					
1,508.66	1,566.30	1,626.26	1,688.63	1,753.45	1,832.13

Pay Range 598

Official Rate-Biweekly					
1,688.63	1,753.45	1,820.92	1,890.99	1,963.96	2,051.03

Pay Range 599

Official Rate-Biweekly					
1,846.10	1,921.61	1,995.37	2,048.11	2,168.50	
2,284.61	2,376.00				

Pay Range 600

Official Rate-Biweekly					
984.68	1,059.39	1,085.34	1,114.66	1,188.99	

Pay Range 602

Official Rate-Biweekly				*	*
1,145.52	1,178.05	1,212.21	1,248.64	1,290.09	1,403.17

Pay Range 604

Official Rate-Biweekly				
1,337.06	1,392.40	1,450.21	1,510.48	1,573.40
*	*	*		
1,639.10	1,707.59	1,790.38		

Pay Range 606

Official Rate-Biweekly				
1,573.40	1,639.10	1,707.59	1,779.14	1,853.78
*	*			
1,931.68	2,024.21			

Pay Range 607

Official Rate-Biweekly				
1,972.96	2,059.70	2,149.45	2,243.16	2,352.20

Pay Range 934

Official Rate-Biweekly
1,641.81

Pay Range 936

Official Rate-Biweekly
1,649.91

Pay Range 940

Official Rate-Hourly
14.63 15.16 16.06

Pay Range 951

Official Rate-Biweekly
1,264.53 1,306.80 1,360.27

Pay Range 954

Official Rate-Hourly
17.66

Pay Range 955

Official Rate-Biweekly
1,389.54

APPENDIX "B"

Automobile Allowance

Monthly Miles Driven	Monthly Base Amount	Additional Cents Per Mile [1/] [2/]
0-134	$29.00	0
135-200	29.00	46.5
201-300	59.69	42.4
301-400	102.09	35.5
401-500	137.59	33.0
501-600	170.59	31.0
601-700	201.59	31.0
701-800	232.59	31.0
801-900	263.59	31.0
901-1,000	294.59	31.0
1,001-1,100	325.59	31.0
1,101-1,200	356.59	31.0
1,201-1,300	387.59	31.0
1,301-1,400	418.59	31.0
1,401-1,400 & over	449.59	31.0

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

[2/] Effective the next month following the execution date of the Agreement, increase Automobile Allowance for additional cents per mile over 500 miles to 32.5 per mile.

APPENDIX C

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

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

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

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

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

INDEX

ARTICLE	PAGE
"09 DAYS"	90
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT	139
AMERICANS WITH DISABILITIES ACT (ADA)	139
Appendix "A"	143
Appendix "B"	171
Appendix "C"	172
ARBITRATION PROCEDURE	14
AUTOMOBILE ALLOWANCE	61
BASE SALARY	28
BULLETIN BOARDS	6
CALL-IN PAY	35
CLOTHING ALLOWANCE	63
CONTRACT ADMINISTRATION	117
DISCIPLINE	11
DUES & FAIR SHARE DEDUCTIONS	7
DURATION OF AGREEMENT AND TIMETABLE	2
DUTY INCURRED DISABILITY PAY	84
ENTIRE AGREEMENT	140
FUNERAL LEAVE	97
GRIEVANCE PROCEDURE	12
HEALTH INSURANCE	99
HOLIDAYS	89
HOURS OF WORK	29
JOINT LABOR-MANAGEMENT COMMITTEES	9
JOINT CITY-UNION EARLY INTERVENTION PROGRAM	139
LEAVE OF ABSENCE FOR UNION BUSINESS	91
LIFE INSURANCE	113
LIMITATIONS UPON UNION ACTIVITY	6
LONG TERM DISABILITY PROGRAM	138
MANAGEMENT RIGHTS	3
MILITARY LEAVE	92
MISCELLANEOUS	119
MUTUAL OBLIGATIONS	118
NEGOTIATIONS	2
NON-DISCRIMINATION	6
NOTICES	3
ORDINANCE AND RESOLUTION REFERENCE	3
OVERTIME	30
OWED TIME	36
PENSION BENEFITS	198
POLICE DEPARTMENT MAINTENANCE SERVICES SECTION	123
PREAMBLE	1
PROHIBITION OF STRIKES AND LOCKOUTS	10
RECOGNITION	5
SAFETY SHOE ALLOWANCE PROGRAM	73
SAVINGS CLAUSE	139
SENIORITY FOR LAYOFF PURPOSES	17
SHIFT AND WEEKEND DIFFERENTIAL	34
SICK LEAVE	79
SIGNATURES	141
SPECIAL PAY PRACTICES	39
SUBORDINATE TO CHARTER	2
TERMINAL LEAVE	61
TIME OFF FOR JURY DUTY	96
TUITION AND TEXTBOOK REIMBURSEMENT	76
UNION NEGOTIATING COMMITTEE	5
VACATIONS	87
VOLUNTARY POLITICAL CHECK-OFF	84