AGREEMENT

Between

THE CITY OF MILWAUKEE

and

MILWAUKEE POLICE ASSOCIATION

LOCAL 21, I.U.P.A., AFL-CIO

POLICE AIDE UNIT

EFFECTIVE JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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Between
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and
MILWAUKEE POLICE ASSOCIATION
LOCAL 21, I.U.P.A., AFL-CIO
POLICE AIDE UNIT
Effective January 1, 2004 through December 31, 2006

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Agreement
Between
The City of Milwaukee
and
Milwaukee Police Association
Local 21, I.U.P.A., AFL-CIO
Police Aide Unit

Effective January 1, 2004, through December 31, 2006

PREAMBLE

1. THIS AGREEMENT is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the MILWAUKEE POLICE ASSOCIATION, Local #21, (Police Aide Unit), IUPA, AFL-CIO, hereinafter referred to as "Association," as the representative of certain civilian non-supervisory employees of the City of Milwaukee in the Police Department.
2. The intent and purpose of this Agreement is to:
   a. Reach an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment;
   b. Acknowledge that this Agreement is a 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;
   c. Specify the full and complete understanding of the parties;
   d. Maintain undiminished and unimpaired the duties, obligations, or responsibilities of any agency or department of City government which is now expressly provided for respectively either by: state statute or charter ordinances of the City of Milwaukee.
   e. Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.
3. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this

Agreement that is delegated to the City Common Council relating to: The Chief of Police and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes); The Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes); and any other statutes and laws applicable to the City.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2004, and ending at 12:01 a.m. on January 1, 2007. This Agreement will terminate on January 1, 2007, unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2006, nor later than July 1, 2006, the Association shall give the City written notice in accordance with the NOTICES provision of this Agreement indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the WAIVER OF FURTHER BARGAINING provision of this Agreement.

ARTICLE 2

RECOGNITION

1. Except as provided for in paragraph 2., of this Article, below, the City recognizes the Association as the exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all Police Aides employed in the Police Department of the City of Milwaukee.
2. In accordance with the Wisconsin Employment Relations Commission certification of the Association bargaining unit dated January 25, 1983, all other employees, managerial, supervisory and confidential employees are excluded from the Association bargaining

unit. All positions of Police Aide assigned to the Personnel Division and to the Internal Affairs Division are confidential and excluded from the bargaining unit. Effective upon execution of the Agreement, only two positions of Police Aide assigned to the Personnel Division shall be confidential and excluded from the bargaining unit.

3. The Association 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.

4. In the event a consolidation occurs in any City department, between City departments or units thereof, whose employees, in part or in whole, are within a recognized bargaining unit and the consolidation results in a combining of the employees in the department who were members of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative, as determined by the WERC pursuant to the election, shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.

5. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and these positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit, then the employees appointed to these positions shall be deemed part of the bargaining unit, and they shall be represented by the Association and also covered by this Agreement.

ARTICLE 3

ORDINANCE AND RESOLUTION REFERENCE

This Agreement contains benefits and the terms and conditions under which they are provided employees. The City may establish ordinances, resolutions and procedures to implement and administer these benefits. These ordinances, resolutions and procedures, as well as any other City ordinances or resolutions providing benefits to employees, shall not be deemed a part of this Agreement, nor shall they add to, modify, diminish or otherwise vary any of the

benefits or obligations provided in this Agreement, unless the parties shall mutually consent in writing thereto. Other City ordinances and/or resolutions, or parts thereof, in effect on the execution date of this Agreement, as well as those adopted thereafter, that do not conflict with the specific provisions of this Agreement shall remain in force and effect.

ARTICLE 4

SUBORDINATE TO LEGISLATIVE AUTHORITY

In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Chief of Police and Fire and Police Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the Chief of Police and the Fire and Police Commission as they are provided for in Section 62.50 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes); then this Agreement shall be subordinate to such authority.

ARTICLE 5

MANAGEMENT RIGHTS

1. Except as specifically provided otherwise by this Agreement, any and all rights concerning the management and direction of the Police Department shall be the exclusive right of the City, and in particular, the Chief of Police and the Board of Fire and Police Commissioners.
2. It is understood and agreed that Police Aides are probationary employees of the Police Department for all purposes and in respect thereto, the Police Department reserves any and all rights it has regarding probationary employees including but not limited to the right to discipline or discharge without cause.
3. Specifically, and without limitation by enumeration, the City and in particular, the Chief of Police and the Board of Fire and Police Commissioners, shall have the following unrestricted rights:
    a. The Association recognizes the right of the City and in particular, the Chief of Police and the Board of Fire and Police Commissioners, to operate and manage

their affairs in all respects in accordance with the laws of Wisconsin, ordinances of the City, Constitution of the United States and Section 111.70 of Wisconsin Statutes. The Association recognizes the exclusive right of the Board of Fire and Police Commissioners and/or the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Agreement.

b. The City has the exclusive right and authority to schedule and/or assign overtime work. It is intended that all such overtime work scheduled and/or assigned shall be performed by the employee. The Chief of Police shall have the sole right to authorize trade-offs of work assignments.

c. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

d. The City reserves the right to lay off personnel of the department.

e. The City shall determine work schedules and establish methods and processes by which such work is performed.

f. The City shall have the right to assign and/or transfer employees within the Police Department.

g. Except as otherwise specifically provided in this Agreement, the City, the Chief of Police and the Fire and Police Commission shall retain all rights and authority to which by law they are entitled.

h. The City shall have exclusive authority to transfer any or all of the operations of the Milwaukee Police Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the Association.

i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments.

j. The City shall have the authority, without prior negotiations, to consolidate operations within the department or to reorganize within the department.

k. The right of contracting or subcontracting is vested in the City.

4. The Association pledges cooperation in increasing the efficiency and effectiveness of the Police Department.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

1. GRIEVANCE PROCEDURE

   a. Grievances

      (1) Only those matters arising from incidents occurring on or after the execution date of this Agreement shall constitute a grievance hereunder.

      (2) Only differences involving the interpretation, application or enforcement of the economic provisions of the rules and regulations of the Milwaukee Police Department affecting wages, hours or conditions of employment and of this Agreement shall constitute a grievance hereunder.

      (3) The following matters are specifically excluded from the grievance procedure:

         (a) Any matter of Departmental discipline.

         (b) Application, interpretation and enforcement of Departmental Rules and Regulations.

         (c) Any matter reserved to the Chief of Police or Board of Fire and Police Commissioners by State Statute or Charter Ordinances.

         (d) Obligations of the City under Chapter 65, Wisconsin Statutes.

         (e) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration.

         (f) Any matter involving probationary status.

         (g) Any matter involving appointment to Police Officer classification.

         (h) Approval of medical (or dental) claims filed by an employee, or medical (or dental) claims filed by an employee on behalf of his/her dependents.

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

b. Grievances concerning Life Insurance or Health Insurance benefits, other than claims, shall be initiated at Step 4 of the Grievance Procedure and be reviewed by the City Labor Negotiator.

c. All grievances and grievance appeals shall be submitted on a form provided by the City. On this form, the Association shall provide the grievant's name, payroll number, District/Bureau/Shift assignment and the date, time, location, nature of grievance, the specific provision of the Agreement allegedly violated, description of the incident(s) which gave rise to the grievance and the relief requested.

d. All appeals of duly filed grievances not submitted by the Association or employee (hereinafter referred to as "member") within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to provisions of this GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.

e. STEPS IN THE GRIEVANCE PROCEDURE

STEP 1.

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his/her Association Steward. For grievances occurring prior to the execution date of this Agreement, the Association Steward shall meet with the grievant and if the grievant so desires and the Association Steward so determines, the Association Steward shall present the written grievance to the commanding officer of the District or Bureau in which

the grievant serves within fifteen (15) days of the occurrence of the incident leading to the grievance; thereafter, such fifteen-day limit shall be extended to twenty (20) days. The commanding officer, if he/she deems it appropriate, may discuss the grievance with the grievant's immediate supervisor and thereafter shall set a hearing on the grievance at a date and time mutually agreed upon, during which hearing the grievant shall be afforded the opportunity to present his/her position and if he/she so desires, may be represented at the hearing by his/her Association Steward. Following the hearing, the commanding officer shall answer the grievance in writing setting forth the reasons for his/her decision with respect to the grievance and submit copies thereof to the grievant and to his/her Association Steward within fifteen (15) days of receipt of the written grievance.

STEP 2

If the grievance is not resolved in Step 1., above, the MILWAUKEE POLICE ASSOCIATION Grievance Committee Chairperson, or his/her designee, who shall be a member of the MILWAUKEE POLICE ASSOCIATION bargaining unit or MILWAUKEE POLICE ASSOCIATION Business Representative, may, within fifteen (15) days of the receipt of the decision of the commanding officer, 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 Bureau of Personnel and therein a request shall be made for meeting with said panel to consider the decision of the commanding officer. The panel and MILWAUKEE POLICE ASSOCIATION Grievance Committee Chairperson, or his/her designee, who shall be a member of the MILWAUKEE POLICE ASSOCIATION bargaining unit or MILWAUKEE POLICE ASSOCIATION Business Representative, shall meet at a mutually agreeable time. The grievant shall be entitled to be present at such appeal meeting and shall have the right to be represented by the Grievance Committee Chairperson, or his/her designee, who shall be a member of the MILWAUKEE POLICE ASSOCIATION bargaining unit

or MILWAUKEE POLICE ASSOCIATION Business Representative and the parties shall discuss the commanding officer's decision in good faith and attempt to resolve the matter. Within thirty (30) days of receipt of the written appeal to the grievance, said panel shall, in writing, advise the MILWAUKEE POLICE ASSOCIATION Grievance Committee Chairperson, or his/her designee, who shall be a member of the MILWAUKEE POLICE ASSOCIATION bargaining unit or MILWAUKEE POLICE ASSOCIATION Business Representative, and the grievant of its determination with respect to the grievance setting forth the reasons for its decision.

STEP 3.

If the grievance is not resolved in Step 2., above, the Chairperson of the MILWAUKEE POLICE ASSOCIATION Grievance Committee, or his/her designee, who shall be a member of the MILWAUKEE POLICE ASSOCIATION bargaining unit or MILWAUKEE POLICE ASSOCIATION Business Representative, may, within fifteen (15) days of receipt of the answer from the Chief's panel, appeal the grievance to the Chief. Failure to appeal said answer within this prescribed period of time shall constitute a settlement of the grievance. Such appeal shall be in writing and therein a request should be made for a meeting between the Chief of Police, the grievant and the Chairperson of the MILWAUKEE POLICE ASSOCIATION Grievance Committee, or his/her designee, who shall be a member of the MILWAUKEE POLICE ASSOCIATION bargaining unit or MILWAUKEE POLICE ASSOCIATION Business 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 thirty (30) days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the Chief shall, in writing, advise the Chairperson of the MILWAUKEE POLICE ASSOCIATION Grievance Committee and the grievant as to the Chief's decision with respect to the grievance. If an Association

grievance is not settled at the third step, the Association may appeal to the City Labor Negotiator.

STEP 4

If the grievance is not resolved in Step 3 above, the Chairperson of the MILWAUKEE POLICE ASSOCIATION Grievance Committee, or his/her designee, who shall be a member of the MILWAUKEE POLICE ASSOCIATION Bargaining Unit or MILWAUKEE POLICE ASSOCIATION Business Representative, may, within fifteen (15) calendar days of receipt of the answer from the Chief of Police, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairperson of the MILWAUKEE POLICE ASSOCIATION Grievance Committee, or his/her designee who shall be a member of the MILWAUKEE POLICE ASSOCIATION Bargaining Unit or MILWAUKEE POLICE ASSOCIATION Business 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 thirty (30) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the City Labor Negotiator, shall, in writing, advise the Chairperson of the MILWAUKEE POLICE ASSOCIATION Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If an Association grievance is not settled at the fourth step, the Association may proceed to final and binding arbitration as hereinafter provided.

2. GRIEVANCE ARBITRATION

a. Final and binding arbitration may be initiated by serving upon the Chief of Police and City Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration within 30 days of receipt of the fourth step answer. Said notice

shall identify the grievance and the employee(s) involved.

b. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.

c. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called.

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/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

f. 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, as this Section reads on the execution date of this Agreement, nor shall he/she impair the authority of the Chief of Police to maintain, establish and modify rules and regulations for the operation of the Police Department, 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. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

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

ARTICLE 7

PROHIBITION OF STRIKES AND LOCKOUTS

1. During the term of this Agreement, or any extension thereof, neither the Association, its officers or agents, nor any employees covered by this Agreement shall engage in, cause, condone, counsel, permit or support any strikes, sympathy strikes, wildcat strikes, work slowdowns, work speed-ups, mass absenteeism, mass use of sick leave, or any acts or actions that will disrupt, impede or otherwise impair the duties and/or responsibilities of any City employee or of the Police Department.

2. During the term of this Agreement or any extension thereof, whenever the City Labor Negotiator determines that the Association or any of its members are violating the obligations set forth in paragraph 1., of this Article, the City Labor Negotiator shall notify the Association that a prohibited action is in progress.

3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, the Association shall, within sixteen hours of such notification, disavow the prohibited activity, order its member or members in writing to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity. If the Association does not disavow the prohibited activity, the City will not make any payments to the Association under the DUES AND FAIR SHARE DEDUCTIONS provision of this Agreement for the biweekly pay period in which the prohibited activity occurs.
4. If the Association disavows the prohibited activity, the City shall not hold the Association financially responsible and the Association shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants. Such penalties may include but are not limited to:
   a. Discharge
   b. Loss of compensation, vacation benefits or holiday benefits.
5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).
6. There shall be no lockout by the City during the term of this Agreement.

ARTICLE 8

BULLETIN BOARDS

The Association will furnish bulletin boards that have been approved by the City at the following locations: each district station, Communications Operations Division, Prisoner Processing Section, Criminal Investigation Bureau, Identification Division, Training Bureau, Central Records Division and lunch room (2nd floor) of the Police Administration Building. The material being placed upon such boards shall consist of official announcements of the Association, announcements of social events, Association election campaign material (provided that such material is non-controversial), results of Association elections, calls for Association elections; other matters require the advance approval of the commander of the station of the

bureau. It shall be the duty of the Association to keep the boards current and to remove obsolete material; the Association shall assign one or more stewards to each location for this purpose.

ARTICLE 9

NOTICES

1. All notices required to be sent by the Association to the City shall be sent in writing by certified mail to the City Labor Negotiator.
2. All notices required to be sent by the City to the Association shall be sent in writing by certified mail to the offices of the Association.
3. Subject to their mutual consent, the City and Association may waive the certified mail requirements provided above where they deem it appropriate.
4. If either party to this Agreement intends to file an action against the other party with the WERC, it shall provide the other party with a copy of the documents filed with the WERC in the matter at the same time it serves notice of its action pursuant to applicable legal requirements. If the action is filed by the Association, such copy shall be provided to the City Labor Negotiator; if it is filed by the City, such copy shall be provided to the president of the Association.

ARTICLE 10

NEGOTIATIONS

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

ARTICLE 11

ASSOCIATION NEGOTIATING TIME

1. The Association shall provide the City Labor Negotiator with the names of the members of its Executive Board and the names of those Board members who will comprise the Association Negotiating Committee.

2. Subject to the terms and conditions hereinafter provided, members of the Association Negotiating Committee shall be entitled to paid time off computed at straight time (1X) rates for authorized City/Association negotiating meetings. The amount of paid time off provided shall be limited to the length of each authorized City/Association negotiating meeting, including reasonable travel time from site of employment to site of meeting, but in no event shall payment be made for time greater than 8 hours per day. It is understood that paid time off under this Article shall be for the purpose of negotiating with the City on behalf of the Police Aides and not on behalf of any other union represented by the Milwaukee Police Association.

3. For each authorized City/Association Negotiating Meeting, the Association shall provide the City Labor Negotiator with the names of the Association bargaining committee members attending the meeting that are to be covered by the provisions of this Article. These names shall be provided sufficiently in advance of the meeting to permit the City Labor Negotiator to give reasonable advance notice to the Chief of Police of the meeting.

4. Reimbursement

   a. Each month, the Association shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month.

   b. Each month, the Association shall also reimburse the City an amount equivalent to the overtime premium (0.5X) paid employees required to work overtime as a result of members utilizing paid time off under the provisions of this Article during such month. The Police Department Administrative shall determine the amount of overtime premium owed the City.

   c. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the Association is in non-compliance with the reimbursement requirements provided by subsections 4.a. and 4.b. of this Article, above.

   d. This subsection shall not apply to the first 32 hours of paid time off provided hereunder in 2005 and the first 32 hours of paid time off used in 2006.

5. The City Labor Negotiator shall interpret and administer the provisions of this Article.

ARTICLE 12

BANK OF HOURS FOR ASSOCIATION ACTIVITY

The Association shall advise the City of the names of the members of its Executive Board. Such members, in aggregate, shall be entitled to a maximum of 250 hours paid time off per calendar year during calendar years 2004, 2005 and 2006, subject to the following terms and conditions.

1. Such paid time off shall be limited to Association membership meetings, Executive Board meetings, Steward meetings, to serve as requested in representing Association members and for the attendance at authorized meetings of City Boards, Commissions and Committees. It is understood that paid time off under this Article shall be for the purpose of representing the Police Aides and shall not be used for Association activity related to any other union represented by the Milwaukee Police Association.
2. Except for authorized meetings of City Boards, Commissions and Committees, the Association shall provide the Chief of Police with written notice of each such meeting and the members to be released on account thereof. Seven days' notice shall be provided for all but two meetings during a calendar year. For two meetings, written notice of not less than 24 hours may be given. In the event that notice meeting the requirements herein is not given, the Chief of Police shall not be obligated to release members for a meeting.
3. For each authorized meeting of a City Board, Commission or Committee, the Association shall provide the Chief of Police with written advance notice of not less than 24 hours for such meeting and the Executive Board members to be released on account thereof.
4. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
5. Reimbursement

   Each month, the Association shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month.

ARTICLE 13

LIMITATIONS UPON ASSOCIATION ACTIVITY

1. No Association member or officer shall conduct any Association business on City time except as specified in this Agreement or as authorized by the Chief of Police or the City Labor Negotiator.
2. No Association meeting shall be held on City time nor on City property.

ARTICLE 14

SENIORITY FOR LAYOFF PURPOSES

1. Seniority for layoff purposes is the relative status based upon the date of regular appointment to the current classification in the Police Department. In the event of layoff, the employee with the least seniority shall be laid off.
2. Recall shall be by application of seniority in reverse order of layoff.
3. Should the City find it necessary to lay off members of the bargaining unit, it shall give the Association notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The City and the Association shall meet within five (5) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Association with a current seniority list of bargaining unit employees.
4. Seniority shall be broken if an employee:
    a. Retires.
    b. Resigns from the Police Department.
    c. Is discharged and the discharge is not reversed.
    d. Is not recalled from layoff for a period of three (3) years.
    e. Is recalled from a layoff and does not report for work within three (3) calendar weeks.
    f. Does not return at the expiration of a leave of absence.
5. Employees of the same rank having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.

ARTICLE 15

DUES AND FAIR-SHARE DEDUCTIONS

1. An employee may authorize the City to deduct Association dues from his/her pay check by executing an authorization card and submitting it to a City designated administrator. The check off shall become effective two (2) pay periods following the date the employee's executed authorization card is received by the City designated administrator.
2. No employee represented by the Association is required to join the Association. However, membership in the Association is open to all employees represented by the Association who choose to join and comply with the constitution and by-laws of the Association. No employee will be denied membership in the Association because of race, ethnic origin, sex or religious affiliation.
3. The City will deduct from the biweekly earnings of all employees represented by the Association, 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 Association as the dues deduction uniformly required of all members of the Association.
4. The City will deduct dues payments of Association members and fair-share payments of non-members from their biweekly pay check and remit these sums to the Association Treasurer within ten (10) calendar days after the payday from which the deduction was made.
5. The City will not deduct the dues payments or fair-share payments of any employee in a two-week pay period unless the employee is represented by the Association for at least seven calendar days in such pay period.
6. No dues or fair-share deductions will be made from the earnings of managerial, supervisory or confidential employees.
7. The City reserves the right to stop, withhold or modify dues deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
8. The Association will refund to the City any amount paid to the Association in error on account of the Dues and Fair-Share Deduction provision.

9. The Association shall file a report with the Division of Labor Relations certifying the amount of employee dues or fair-share deduction that is uniformly required of all employees represented by the Association. Changes in uniform employee dues or fair-share amounts to be deducted shall be certified by the Association 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.

10. The Association 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 fair-share deductions or the interpretation, application or enforcement of this provision.

11. The Association will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Association.

ARTICLE 16

DEFINITIONS

1. "Active Service"

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

2. "Length of Service"

   "Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while on the City payroll as a paid full-time employee (averaging 40 or more hours per week) prior to the execution date of this Agreement.

3. "Employees Covered By This Agreement"

   All Police Aides employed in the Police Department except positions of Police Aide assigned to the Personnel Bureau and to the Internal Affairs Division. Effective upon execution of the 2004-2006 Agreement, “Employees Covered By This Agreement” shall mean all Police Aides employed in the Police Department except up to a maximum of two Police Aides assigned to the Personnel Division.

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

5. "City" as used herein, shall include any person, agent or instrumentality acting on behalf of the City within the scope of its authority, express or implied.

ARTICLE 17

BASE SALARY

1. Commencing Pay Period 1, 2004 (December 21, 2003), the biweekly base salary paid to Police Aides shall be as follows:

Step 1.	$769.66	Step 5.	$988.30
Step 2.	$894.95	Step 6.	$1,012.13
Step 3.	$942.29	Step 7.	$1,036.03
Step 4.	$964.40	Step 8.	$1,063.38

2. Commencing Pay Period 1, 2005 (December 19, 2004), the biweekly base salary paid to Police Aides shall be as follows:

Step 1.	$792.75	Step 5.	$1,017.95
Step 2.	$921.80	Step 6.	$1,042.49
Step 3.	$970.56	Step 7.	$1,067.11
Step 4.	$993.33	Step 8.	$1,095.28

3. Commencing Pay Period 1, 2006 (January 1, 2006), the biweekly base salary paid to Police Aides shall be as follows:

Step 1.	$816.53	Step 5.	$1,048.49
Step 2.	$949.45	Step 6.	$1,073.76
Step 3.	$999.68	Step 7.	$1,099.12
Step 4.	$1,023.13	Step 8.	$1,128.14

3. Employees who resigned or who were terminated or discharged before May 3, 2000, shall not be eligible for retroactive salary adjustments.

4. An employee remaining in a classification he/she was in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which he/she was paid immediately prior to execution of this Agreement. An employee hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which he/she is employed.

5. An employee completing six (6) months of active service within a pay step other than the highest pay step shall advance to the next higher pay step of his/her classification.

6. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary shall be reduced by an amount equivalent to one-eightieth (l/80) of his/her biweekly base salary for each hour or fraction thereof to the nearest 0.l of an hour during which work is not performed.

7. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the Association prior to implementing such changes.

8. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.

ARTICLE 18

HOURS OF WORK

1. The normal hours of work for employees covered by this Agreement shall consist of work

shifts of eight (8) consecutive hours which in the aggregate results in an average normal work week of forty (40) hours.

2. The regularly scheduled eight-hour shift shall be established by the Chief of Police in accordance with the requirements set forth above.
3. There shall be no guarantee of, or limitation on, the number of hours to be worked per day, per week or any other period of time.

ARTICLE 19

LUNCH PERIOD

1. An employee covered by this Agreement shall be entitled to one 20-minute lunch period with pay during his/her eight-hour work shift.
2. The assignment and scheduling of lunch periods shall be controlled by the Chief of Police.

ARTICLE 20

OVERTIME

1. Definition: Overtime means all authorized assignments performed outside the regularly scheduled eight-hour shift as defined in the HOURS OF WORK Article of this Agreement.
2. Overtime Compensation: Overtime shall be compensated for at the rate of one and one-half (l.5) times the overtime hours actually worked in either compensatory time off or cash at the discretion of the Chief of Police.
3. All overtime shall be at the option of the Chief of Police. The scheduling of compensatory time off earned under the provisions of this Article shall be at the sole discretion of the Chief of Police.
4. Application of the provisions contained in this Article shall not involve pyramiding of overtime.
5. The hourly pay used in computation of overtime shall be equal to one-eightieth (l/80) of the employees current biweekly base salary as provided for in the BASE SALARY Article of this Agreement
6. No employee shall submit overtime for less than 0.l of an hour.

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

ARTICLE 21

WEEKEND DIFFERENTIAL

1. In addition to base salary, an employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift, as defined in the HOURS OF WORK Article of this Agreement on Saturday or Sunday shall be paid the following weekend differential premium for all the hours worked during that shift:
   a. Saturday work - $0.50 per hour;
   b. Sunday work - $0.60 per hour.
2. An employee performing work under the OVERTIME provision of this Agreement shall not be paid the weekend differential premium for the same hours regardless of the period worked.
3. For administrative purposes, weekend differential shall be computed to the nearest 0.1 of an hour.

ARTICLE 22

UNIFORM AND EQUIPMENT ALLOWANCE

1. Uniform and equipment benefits for an employee in the Police Aide job classification shall be as follows:
   a. Initial Allowance
      (1) The City shall provide an initial uniform and equipment issue, the specific items of which shall be determined by the Chief of Police.
      (2) The initial uniform and equipment issue, which can be changed from time to time as determined by the Chief, shall, include three trousers and two shirts. Effective for appointments to the position of Police Aide occurring on and after the execution date of this Agreement, the initial uniform and equipment issue shall include two trousers and two shirts. Employees

covered by this agreement shall be eligible to receive a jacket, the specifications of which shall be determined by the Chief of Police.

(3) These specific items shall remain the property of the City and shall revert to the Police Department upon an employee's severance from service unless the employee has served eighteen (18) months in a uniformed status.

b. Replacement and Maintenance Allowance

(1) The City shall replace articles of initial allowance of uniform and equipment prescribed by the Chief of Police and in addition, up to two shirts per year whenever such articles have been condemned on account of normal wear and tear. The Chief of Police shall issue a requisition to a vendor selected by the Central Board of Purchases 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 Police Academy for approval and the employee shall be required to turn in the condemned article at the Police Academy.

(2) The City shall provide employees in the Police Aide job classification a uniform and equipment maintenance allowance of $125 per annum in calendar year 2004. Effective for calendar year 2005 payments, the annual uniform and equipment maintenance allowance shall be increased to $175.

(3) Payment made under subsection 1.b.(2) of this Article shall be paid in the December of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of length of service as a Police Aide will be made for those Police Aides in active service for less than a full calendar year. For purposes of prorating, an employee who is a Police Aide for at least 14 days in a calendar month shall be deemed as having been in active service for the full calendar month; and employee who is a Police Aide for less than 14 days in a calendar month shall not be deemed as having been in active service at all during that calendar month.

2. Payments made under the provisions of this Article 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. 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.

3. At the discretion of the Chief of Police, an employee may not be granted benefits provided by this Article where circumstances render the situation inappropriate.
4. Administration and control of the provisions of this Article shall be under the Chief of Police.

ARTICLE 23

TUITION AND TEXTBOOK REIMBURSEMENT

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.
2. Except as provided under paragraph 3., of this Article, if an employee is ineligible to receive tuition or textbook reimbursement under the provisions of paragraph 1., of this Article, above, and meets the criteria specified in paragraph 4., of this Article, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for police department-approved courses of study up to a combined maximum annual reimbursement (tuition, laboratory fees and required textbooks costs added together) of $1,000 in calendar years 2004 and 2005. Effective in calendar year 2006, the benefit shall be increased to a maximum of $1,200.
3. If an employee is ineligible to receive tuition or textbook reimbursement under the provisions of paragraph 1., of this Article, above, and is required to take all of the required Police Aide School courses in one calendar year and meets the criteria specified in paragraph 4., of this Article, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for Police Department approved courses of study up to a combined maximum reimbursement during his/her first two calendar years of employment of $ 2,000 through calendar year 2005, and effective in calendar year

2006, $2,400$ in lieu of the benefit provided in paragraph 2., of this Article. The calendar years following the first two calendar years of employment shall be subject to the $ 1,000 maximum in calendar year 2004 and 2005 and effective in calendar year 2006, the $ 1,200 maximum in calendar year 2006 contained in paragraph 2., of this Article.

4. In order for the employee's courses of study to qualify for reimbursement under paragraph 2., of this Article, above, the following criteria must be satisfied:

   a. All courses of study must be directly related to an employee's job or to a reasonable promotional opportunity and be approved by the Police Chief. Graduate courses must be directly related to an employee's present position.

   b. Courses must be taken at accredited institutions or schools currently approved by the Personnel Department.

   c. All courses taken must be of three (3) or more weeks duration except that $100 of the tuition maximum may be used for short courses (less than 3 weeks duration) that are approved by the Chief of Police.

   d. The employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and must submit all receipts for tuition and required textbooks within eight (8) weeks of the last course date.

   e. The official grade report must be submitted to a City-designated administrator no later than eight (8) weeks after completion of the course. A Police Department approved course of study shall be deemed successfully completed if:

      (1) A grade of "C" or higher is received and such course of study is an undergraduate course of study; or

      (2) A grade of "B" or higher is received and such course of study is a graduate course of study; or

      (3) When grades are not given or the course of study taken is a non-credit one then the employee must present to the 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.

5. Employees must remain in service for a six-month period after receiving Tuition and Textbook Reimbursement from the City or the amount reimbursed will be deducted from the employee's final pay check.
6. An employee with full-time student status (12 or more credits) is not eligible for tuition reimbursement.
7. Payment of reimbursement described in paragraph 2., of this Article, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the Police Department approved courses of study is received by the City-designated administrator. Effective as soon as administratively practicable, the City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet the criteria listed in subsection 23.4, above, payment will be deducted from the employee's paycheck.
8. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

ARTICLE 24

PENSION BENEFITS

Pension benefits for employees covered by this Agreement who are members of the ERS plan shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) from and after September 25, 1990, that are applicable to Policemen, and the following provision:

> An employee appointed to the Police Aide Classification on or after July 1, 1985, shall not be entitled to receive a duty disability retirement allowance for any injury he/she may sustain while on duty in the Police Aide job classification. Such an employee shall instead be covered by State of Wisconsin Workers' Compensation Act benefits and shall be subject to all provisions pertaining to such Act.

ARTICLE 25

LIFE INSURANCE

1. Amount of Life Insurance Coverage

   Employees under age of 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to one and one-half times their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and under age 65. Upon attaining age 65 the amount of life insurance coverage to which an employee is entitled shall be reduced to an amount equal to 50% of the employee's annual base salary rate, rounded to the next higher thousand dollars; this reduction shall become effective on the first of the month next following the month in which the employee attains age 65 and shall remain in effect so long as the employee remains in active service.

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 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).

3. Conditions and Eligibility for Election of Coverage

   a. Subject to the terms and conditions provided in subsections 3.b. through 3.f. of this Article, below, an employee shall be entitled to paragraph 1., of this Article, above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.

   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 within 30 consecutive calendar days after 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 in paragraph 1., of this Article, above, 30 consecutive calendar days following the date he/she elects such coverage.

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.

4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under paragraph 1., of this Article, above, who elect such coverage, shall pay to the City an amount equal to $.21 per month for each $l,000 of coverage in excess of $20,000. These payments shall be accomplished by periodic deductions from employees' biweekly pay checks. The City shall make all other necessary payments for the life insurance coverage described in paragraph 1., of this Article, above.

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 paragraph 1., of this Article, 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.

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.

7. Additional Insurance

Effective the second full calendar month following execution of the 2004-2006 City-Association Agreement, employees shall be eligible to purchase additional life insurance in an amount not to exceed three (3) times the employee's base salary at no cost to the City. The City shall deduct bi-weekly from the paychecks of participating employees a uniform amount per thousand dollars of additional life insurance. The City shall deliver such deductions to the Milwaukee Police Association's choice of carrier (MetLife or MetLife affiliates). Each employee electing to purchase additional insurance beyond that which is identified in subsection 1 shall do so on a form provided by the City. The MPA assumes full liability for all of its acts in the performance of the provisions of Paragraph 7 of this article. The Milwaukee Police Association agrees that it shall indemnify and hold harmless the City against all liability, judgments, costs and expenses, which may in any way arise against the City as a consequence of the City's compliance with Paragraph 7 of this article. If judgment is recovered, whether in suits at law or in equity, against the City by reason of the carelessness, negligence, or by acts of commission of the Milwaukee Police Association, the MPA assumes full liability for such judgment, including costs, attorneys fees or other expenses resulting therefrom.

ARTICLE 26

HEALTH INSURANCE

1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance shall be the same as the benefits provided in the 2003 City/Association Labor 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) A Utilization Review Case Management (UR/CM) 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 would be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Manager for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM

program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Manager for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize reasonable extension of this time limit consistent with such medical circumstances or the availability 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) The major medical deductible shall be increased to $100 per person, $300 per family maximum on the Basic Plan.

(4) Transplant Benefit

(a) Medically necessary human to human heart transplants shall be added as a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review program set forth in subsection 1.a.(2), of this Article above.

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

(5) The maximum annual benefit per participant for outpatient services for alcoholism, drug abuse and nervous and mental disorders provided in the outpatient department of a hospital, an Outpatient Treatment Facility or a physician's office, that is provided under the "Hospital Surgical-Medical Group Master Plan Document for City of Milwaukee" shall be two thousand dollars ($2,000). All other provisions of such benefit shall remain

unchanged. The maximum benefits provided under the "Major Medical Coverage" section of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care provided to a participant without confinement, shall 80% of two thousand dollars ($2,000) of charges.

(6) The Major Medical lifetime maximum shall be $500,000.

b. Health Maintenance Organization (HMO) Plans

An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefit for employees enrolled in an HMO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee Request for Proposal from Health Maintenance Organizations.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, effective January 1, 1982 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 any of the Prepaid Dental Plans.

d. Prepaid Dental Plans (PDP)

Employees eligible for dental insurance 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 Plan. The benefits of the PDP Plan selected shall be as established by the provider of that PDP Plan.

e. 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 1.a. through 1.d. of this Article.

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

(5) An employee's health/dental insurance benefits provided by this Article shall terminate on the last day of the calendar month in which the employee is removed from the Police Department payroll; provided, however, that when an employee is suspended from duty without pay, such benefits shall not terminate on the last day of the calendar month in which the suspension begins if the suspension ends prior to the last day of the next following calendar month. The Police Department Administration will provide written advance notice to an employee indicating the date on which his/her health/dental insurance coverage will be terminated. Notwithstanding the foregoing, an employee's health insurance coverage shall not terminate so long as he/she, and/or his/her dependent(s) are eligible for and receiving health insurance coverage under the specific provisions of this Agreement that are applicable to individuals not on the Department payroll. This exception does not extend the termination date of an employee's dental insurance coverage beyond the last day of the calendar month in which the employee is removed from the Department payroll.

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 so long as he/she remains in active service.

b. An employee shall not be eligible for the benefits provided in paragraph 1., of this Article, during the time period he/she is employed on a provisional, emergency, 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), temporary, student-aide type or seasonal basis.

c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 1.c. or 1.d. of this Article so long as he/she remains in active service. All employees, while in active service, may participate in a City Dental Plan as described in subsections 1.c. or 1.d. of this Article with the same enrollment status that they maintain for their health insurance benefits. An individual 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 as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in subsections 1.a. or 1.b. of this Article for the term of this Agreement so long as he/she continues to receive such duty disability retirement allowance.

3. Cost of Coverage - Basic Health Insurance or HMO Plan Only

a. Employees in Active Service

(1) For Calendar Years 2004

(a) For Employees Enrolled in the Basic Plan

Except as provided in paragraph 5., of this Article, below, during calendar year 2004, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $50.00 per month for single enrollment when such employee's enrollment status is single and $100.00 per month for family enrollment when such employee's enrollment status is family. Effective January 1, 2005, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the

Basic Plan of $60.00 per month for single enrollment when such employee's enrollment status is single and $120.00 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. Effective January 1, 2006, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $75.00 per month for single enrollment when such employee's enrollment status is single and $150.00 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 paragraph 5., of this Article, below, during calendar years 2004, 2005 and 2006, 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 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 paragraph 5., of this Article, below,

during calendar years 2004, 2005 and 2006, 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 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 family, the above maximum shall be computed using the subscriber cost established for family enrollment status and when it is single, such computation shall be based on the subscriber cost established for single enrollment status.

(3) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2001 and 2002, the City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsections 3.a.(1), above. The provisions of this subsection shall not cover retirees (including disability retirements).

4. Cost of Coverage -- Dental Plan

a. In calendar years 2004, 2005 and 2006, the City will 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. If the

subscriber cost for single or family enrollment in the dental plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her pay check on a monthly basis.

5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under paragraphs 3. or 4., of this Article, above.

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in paragraph 1., of this Article, above includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in paragraphs 3., 4. and 5., of this Article, above for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under paragraphs 3., 4., and 5., of this Article, if the provision was not in effect.

7. 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 paragraph 1., of this Article, 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. After any deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.

8. 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 paragraph 1., of this Article, above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 1.a. or 1.b. of this Article, above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The subscriber cost associated with their coverage is the same subscriber cost applicable to active employees represented by the Milwaukee Police Association as such rates may be from time to time. This provision shall be applicable only during the first twelve (12) months of each authorized leave of absence, layoff, or suspension.

10. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the Basic Plan.

11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be in force and effect beginning January 1, 2004, and ending December 31, 2006.

ARTICLE 27

VACATIONS

1. Definitions

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

a. Anniversary Date: The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.

b. Active Service: The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

c. Years of Service: The duration of time in active service

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

3. Earning of Vacation

a. An employee shall earn vacation time since his/her last anniversary date at the following rate: One (1) eight-hour work day for each calendar month of active service up to a maximum of ten (10) eight-hour work days per calendar year.

b. For purposes of pro-rating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14

days in a calendar month, then the employee shall be deemed as not being in active service at all during the calendar month.

c. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in paragraph 7., of this Article, below, shall be limited to the maximums noted in this subsection, above. These maximums are not guarantees; an employee is not entitled to any greater vacation with pay in a calendar year than that which he/she has earned for that calendar year.

4. Except as provided in paragraph 5., of this Article, below, employees must use vacation time during the calendar year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the calendar year for which it was earned shall lose all rights to the unused time off.

5. An employee on authorized injury leave as a result of a duty-incurred injury shall have his/her vacation that was scheduled during such leave rescheduled by the Police Department Administration when he/she returns 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 calendar year, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation. 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. The scheduling of carried-over vacation shall be subject to availability of dates requested by the employee, require prior approval by the employee's commanding officer and in no way affect the scheduling of other employees' vacations.

6. Segmented Vacation Periods

a. An employee shall be permitted to segment five (5) eight-hour work days of his/her earned and unused vacation with pay during such calendar year into units

of one (1), two (2) or three (3) consecutive eight-hour work days, provided that the aggregate total of such units equals five (5) eight-hour work days and none of the segmented units comprise a fraction of an eight-hour work day of vacation. The aggregate amount of an employee's segmented vacation for a calendar year shall be deemed a segmented vacation period. All other vacation benefits to which an employee is entitled shall be taken in five (5) consecutive eight-hour work day units in accordance with existing Departmental practices.

b. An employee requesting a segmented vacation period in a calendar year shall, within the time period established for selecting segmented vacation, notify his/her commanding officer in writing of this fact on a form provided by the City. An employee failing to comply with this requirement shall not be permitted a segmented vacation period during such calendar year.

c. Notification requirements as to the specific segmented vacation dates requested by the employee shall be as follows:

(1) For each unit of requested segmented vacation occurring prior to the completion of segmented vacation selection the employee shall provide his/her commanding officer with reasonable advance notice indicating the date(s) on which the employee wants to use such unit of segmented vacation; such advance notice shall be provided in writing no later than 72 hours prior to the first day of the segmented unit of vacation. All requests shall be processed on a first-come, first-served basis, subject to the availability of the dates requested as determined by the commanding officer.

In the event the employee's commanding officer has determined that some or all of the dates requested by the employee for that unit are unavailable, it shall be the responsibility of the employee to schedule available substitute dates with his/her commanding officer.

(2) For each unit of requested segmented vacation occurring on or after April 15, the employee shall before October 15 of such calendar year, provide

his/her commanding officer with the specific date(s) of his/her segmented vacation. All requests made by employees for scheduling units of segmented vacation for dates on or after April 15 shall be selected and processed on the same basis as non-segmented vacation is selected and processed, subject to the availability of the dates requested as determined by the employee's commanding officer. An employee failing to comply with requirements of this subsection shall have his/her unused segmented vacation time scheduled for him/her by his/her commanding officer.

d. All segmented vacation dates must be scheduled before October 15 of the calendar year. Except for requested segmented vacation dates occurring on or before March 15 of the calendar year, no requested dates for segmented vacation will be processed by the Department until all non-segmented vacations for that calendar year have been selected by every employee in the Association bargaining unit. No request will be granted that results in another employee losing any non-segmented vacation dates he/she had previously selected in accordance with Departmental practices established for that purpose.

7. If an employee is unable to use all of the vacation time to which the employee is entitled during a calendar year because of an extended period of authorized sick leave that does not allow the Chief of Police to reschedule some or all of the employee's unused vacation in that calendar year, then the City, upon the employee's return to duty in the next calendar year, will restore to the employee's sick leave account an amount of time equal to the amount of unused vacation with pay that the Chief of Police was unable to reschedule.

8. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation for vacation time owed the City deducted from the final pay check. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next

preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.

9. 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.

10. An employee who works an average of 20 hours per week on a year-around basis in a position which is budgeted as half-time or more shall be eligible to earn, according to his/her years of service as provided above, vacation on a pro-rated basis.

11. The vacation time benefits computed under the provisions of this Article shall be the full and only vacation benefits that an employee covered by this Agreement shall be entitled to during calendar years 2004 through 2006, inclusive.

12. Administration and control of the provisions of this Article, including the assignment and scheduling of vacation time, shall be under the Chief of Police.

ARTICLE 28

WORK DAYS OFF IN LIEU OF HOLIDAYS

1. An employee shall be entitled to receive up to twelve (12) eight-hour days off with pay in lieu of holidays per calendar year, one eight-hour period of which shall be designated by the Chief of Police to commemorate Dr. Martin Luther King's birthday.

2. Such work days off with pay shall be earned at the rate of one (1) work day off per calendar month of active service. An employee in active service at least 14 days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during

such calendar month.

3. Except as provided in paragraph 4., of this Article, below, such work days off with pay shall be used by the employee in the fiscal year in which they are earned; employees who do not use all of their entitled work days off in lieu of holidays within the fiscal year in which they were earned shall lose all right to the unused time off.

4. If an employee is unable to use all of the work days off in lieu of holidays with pay to which the employee is entitled during a calendar year because of an extended period of authorized sick leave that does not allow the Chief of Police to reschedule some or all of the employee's unused work days off in lieu of holidays in that calendar year, then the City, upon the employee's return to duty in the next calendar year, will restore to the employee's sick leave account an amount of time equal to the amount of such unused work days off in lieu of holidays with pay that the Chief of Police was unable to reschedule. This provision shall only cover work days off in lieu of holidays that are not integrated into the employee's regular work schedule. (In the case of an employee assigned to a District Station whose regular work schedule is five days on-duty, two days off-duty, followed by four days on-duty, two days off-duty, etc., this provision would cover the four work days off in lieu of holidays per calendar year that are not integrated into the employee's regular work schedule and would not cover any of the eight work days off in lieu of holidays per calendar year that are integrated into the employees regular work schedule.)

5. The scheduling of work days off in lieu of holidays with pay shall be controlled by the Chief of Police.

6. Administration and control of the provisions of this Article shall be under the Chief of Police.

ARTICLE 28A

HOLIDAY PREMIUM PAY

1. Employees who are assigned to duty on July 4, December 25, January 1 and/or Labor Day (first Monday in September) of a calendar year shall be compensated in cash at a

rate of one and one-half (1.5) their base salary for all such assigned duty worked from 12:00 a.m. through 11:59 p.m., inclusive, during such days.

2. For administrative purposes, all time so worked shall be computed to the nearest 0.1 of an hour. For purposes of interpretation and construction of this Article, the compensation herein provided shall only be granted for authorized duty occurring on the actual calendar dates that the four (4) holidays listed above fall; no such compensation will be granted for duty on any other calendar date on which these four (4) holidays may officially be celebrated or observed pursuant to law.

3. Application of the provisions enumerated herein shall not involve pyramiding of the compensation described herein. No employee shall receive overtime benefits and/or shift or weekend differential benefits in addition to holiday premium pay.

4. Any payment made in addition to the employee's base salary under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits.

ARTICLE 29

SICK LEAVE

1. Definition: Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, exclusion from employment because of exposure to contagious disease.

2. Eligibility for sick leave with pay for employees shall begin after completion of six months of active service following regular appointment, but sick leave credit shall be earned from date of appointment.

3. A full-time employee shall earn sick leave with pay at the rate of one and one quarter working days for each month of active service or 4.6 working hours for each two weeks of active service. Sick leave with pay earned by an employee shall be credited to his/her sick leave account. An employee may utilize sick leave with pay credited to his/her account during a period of sick leave for the period of time he/she would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.

4. 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 active service or 2.3 working hours for each two (2) weeks of active 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.

5. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which an employee may utilize from his/her account for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.

6. As a condition of eligibility for receipt of sick leave benefits, an employee must comply with the following requirements:

   a. Whenever an employee requests sick leave with pay, he/she shall immediately notify his/her commanding officer of this fact. Each instance of sick leave that the employee fails to comply with the requirements of this paragraph shall result in the employee losing his/her entitlement to any sick leave pay for that instance.

   b. Except as otherwise provided herein, sick leave may be permitted without requiring the employee to submit medical substantiation from a private physician provided that the employee complete PS-16 (Application for Sick Leave), and submit same to his/her commanding officer.

   c. An employee shall be required to submit to his/her commanding officer acceptable medical substantiation from a private physician or dentist certifying the nature and seriousness of the sickness for each instance of sick leave exceeding three consecutive work days. An employee may be required by his/her commanding officer to provide medical substantiation from a private physician for each absence, regardless of duration, if the commanding officer is informed or believes that the employee is misusing sick leave. Under both circumstances, the City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the medical substantiation.

   d. When medical substantiation from an employee's private physician is required, the

failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided hereunder until he/she is in compliance with such requirement.

e. Employees reporting absent on sick leave shall be governed by the rules and regulations and standard operating procedures of the Police Department pertaining thereto in effect on the execution date of this Agreement.

7. An employee who uses his or her accumulated sick leave credit and then is placed on duty disability retirement pension, all as a result of duty-incurred injuries, shall be entitled to have 15 working days of sick leave with pay added to his or her sick leave account upon returning to active service.

8. Employees reporting absent on sick leave shall be governed by the Rules and Regulations and Standard Operating Procedures of the Police Department pertaining thereto.

9. Administration of the provisions of this Article shall be under the Chief of Police.

10. Attendance Incentive Program

a. An Attendance Incentive Program shall be in effect beginning Trimester 1, 2004, and ending at the end of Trimester 3, 2006. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2006.

b. The trimester periods for each calendar year are defined as follows:

Trimester 1 - Pay Period 1-9

Trimester 2 - Pay Period 10-18

Trimester 3 - Pay Period 19-26, or Pay Period 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, was not on an unpaid leave of absence, was not suspended from duty for disciplinary reasons, did not take any unpaid time off the payroll, was not tardy and was not AWOL; 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 24 days (effective the first full trimester following execution of the 2004-2006 Agreement, 20 days); and

(4) The employee was represented by the Association for the full trimester period.

d. In each of the Trimester periods set forth in subsection 10.b. that an employee is eligible for an attendance incentive program benefit, the commanding officer shall determine which one of the two types of attendance incentive benefits listed below the eligible employee shall receive (at the commanding officer's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Department):

(1) A Special Attendance Incentive Payment

An employee receiving a special sick leave incentive payment shall be entitled to receive a lump-sum 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 or any other benefits and/or compensation provided by the City. Attendance 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. Leave time earned in Trimester 1 or 2 must be utilized by the end of the same fiscal year in which it was earned; leave time earned in Trimester 3 must be utilized during the ensuing fiscal year. An employee may use such day off with pay on a date he/she has requested provided the

employee gives his/her commanding officer reasonable advance notice of the date requested and the date is determined available by the commanding officer in accordance with the needs of the Department. The processing of employee requests for time off earned under the attendance incentive control program shall be on a first-come, first-served basis. Decisions by the employee's commanding officer with respect to the availability of the date the employee has requested shall be final. Notwithstanding the foregoing, a Police Aide must use any such accrued leave time prior to his/her promotion to Police Officer, or such accrued leave time will be lost.

e. Any payment made under the provisions of this Attendance Incentive Program 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 30

UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE

1. Female Maternity/Childrearing Leave

a. Unpaid Maternity Leave

(1) Length of Leave

Maternity leave shall be granted solely for the purposes of a medical disability associated with pregnancy. A female employee shall be entitled to an unpaid maternity leave of absence beginning on the date her attending physician determines she is no longer fit for duty on account of medical reasons associated with her pregnancy and ending no later than 135 consecutive calendar days following the date of delivery resulting from such pregnancy.

(2) Notification Requirements

Maternity leave shall be granted an employee effective upon her attending physician attesting in writing to the employee's lack of fitness for duty on account of medical reasons associated with her pregnancy. Within seven

(7) consecutive calendar days following the date of her delivery, the employee shall provide written notice to the Department Administration indicating thereon the date of delivery. No later than 45 consecutive calendar days following that date, the employee shall see to it that her attending physician provides the Department Administration with a written statement indicating the status of the employee's fitness for return to duty.

(3) Extension of Maternity Leave

At his/her discretion, the employee's attending physician may extend the term of maternity leave beyond the 135-day post-delivery maximum, described above, for medical reasons associated with such pregnancy until such time as he/she determines that the employee is fit for return to duty. In this event the attending physician shall submit the reasons for such extension, and its expected duration, in writing to the Department Administration prior to the date on which such 135-day post-delivery maximum occurs.

(4) Fitness for Duty

When the employee's attending physician determines that she is fit for return to duty, the employee shall see to it that her attending physician provides the Department Administration with a written statement, within 48 hours of such determination, indicating the date on which the employee is fit for return to duty. This requirement shall apply regardless of whether the determination occurs prior to the 135-day post-delivery maximum or during an authorized extension therefrom; if the determination is made prior to the 135-day maximum, the employee shall be permitted to continue her maternity leave until the date on which the 135-day maximum is reached.

b. Unpaid Childrearing Leave

When requested, a female employee shall be entitled to an unpaid childrearing leave of absence of not more than 130 consecutive calendar days, beginning on the date her maternity leave ends. Such leave shall be granted solely for the purpose

of childrearing.

c. The leave provided by subsections 1.a. and 1.b. of this Article, above, shall be without pay except that the employee may use her accumulated sick leave during the maternity portion of such leave so long as her attending physician determines that she is unfit for duty on account of medical reasons associated with her pregnancy. An employee may use the accumulated vacation, holiday time or compensatory time off, to which she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. Except when maternity leave is extended for medical reasons, as hereinbefore provided, the unpaid portion of such leaves, together with the paid portion, shall not exceed the time limits provided for in subsections 1.a. and 1.b., above. Under no circumstances shall an employee be entitled to the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave nor shall she be entitled to the benefits under such INJURY PAY Article during a period of a maternity leave.

d. A female employee making application for maternity or childrearing leave shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration, and indicate thereon the expected starting date for such leave, the approximate date of delivery and anticipated return to duty.

2. Male Childrearing Leave

a. When requested, a male employee shall be entitled to an unpaid childrearing leave of absence for up to 130 consecutive calendar days beginning on the date the employee's spouse gave birth to a child. Such leave shall be granted solely for the purpose of childrearing.

b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave together with the paid portion

shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave.

c. A male employee making application for a childrearing leave shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration, and indicate thereon the starting date of such childrearing leave and the anticipated date such leave will end.

3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

a. When requested, an employee shall be granted an unpaid special childrearing leave of up to 130 consecutive calendar days in the event such employee legally adopts a child under age five and the terms of the adoption require the presence of one adoptive parent with the child. The employee shall be required to provide documentation of such adoption to the Police Department Administration. Such leave shall begin on the effective date of placement of the adopted child in the employee's home.

b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he/she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave, together with the paid portion, shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a special childrearing leave.

c. An employee making application for a special childrearing leave for adoption purposes shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration and indicate thereon the starting date of such special childrearing leave and the anticipated date such leave will end.

4. Reinstatement

a. Unpaid Leave of Absence Less Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of less than 90 consecutive calendar days in duration shall submit such request in writing to the Police Department Administration sufficiently in advance of the date on which return to duty is requested to allow for either normal processing of payroll records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for this processing and the Departmental medical examination required in subsection 4.c. of this Article, below, (childrearing leave). An employee meeting the requirements of subsection 4.c. shall be reinstated to the position classification he/she occupied immediately prior to such leave as of the date he/she requested return to duty.

b. Unpaid Leave of Absence Equal to Or Greater Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of 90 consecutive calendar days in duration or longer shall submit such request in writing to the Police Department Administration sufficiently in advance of the date on which return to duty is requested to allow for either normal processing of payroll records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for this processing and the Departmental medical examination required in subsection 4.c. of this Article, below. An employee meeting the requirements of subsection 4.c., below, shall be reinstated to the position classification he/she occupied immediately prior to such leave as follows:

(1) If a vacancy exists in such position classification on the date such employee requests return to duty, then the employee's reinstatement shall be effective on that date.

(2) If no vacancy exists in such position classification on the date such employee requests return to duty, then the employee's reinstatement shall be effective on the first date following the requested date that such vacancy occurs.

c. Departmental Medical Certification Requirement

Prior to his/her return to duty from an authorized childrearing leave provided hereunder the employee shall be required to provide medical certification from his/her personal physician establishing the employee's fitness for return to duty. Fitness for return to duty requirements from unpaid maternity leave status shall be as provided for in subsection 1.a.(4).

5. Administration

a. During his/her first year of active service in the Police Aide job classification, an employee shall not be eligible for childrearing benefits.

b. Employment outside the Police Department for an individual during a leave of absence provided hereunder shall be governed under the same terms and conditions as off-duty employment is permitted to employees in active service.

c. No benefits, including salary step increments, shall accrue to the individual during the unpaid portion of such leave.

d. An employee who has been reinstated to duty from an unpaid childrearing leave granted for the birth, or adoption, of his/her child shall not be permitted an additional period of unpaid childrearing leave for that child.

ARTICLE 31

INJURY PAY

1. Employees appointed to the Police Aide position classification on or after April 11, 1985, shall not be entitled to the injury pay benefits provided hereunder for any injury sustained while on duty. Such employees shall instead be covered by State of Wisconsin Workers' Compensation Act (WCA) temporary disability benefits during such period, including all applicable terms and conditions provided for in the WCA. The provisions of paragraphs 3. and 4., of this Article, shall be applicable to employees governed by this subsection.

2. For an employee appointed to the Police Aide position classification prior to April 11, 1985, the following is applicable:

a. When an employee sustains an injury within the scope of his or her employment

for which he or she is entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), he or she may receive 80% of his/her base salary as "injury pay" instead of such worker's compensation benefits for the period of time he/she may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof.

b. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his biweekly pay check deducting an amount equal to 20% of his or her base salary for that portion of the pay period he or she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he or she is claiming injury pay as that base salary rate is established in the BASE SALARY provision of this Agreement.

c. 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 of temporary partial disability benefits under the Worker's Compensation Act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.

d. 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.

3. Whenever an employee sustains a compensable injury, he or she shall immediately notify his or her commanding officer of this fact. Each instance of injury pay that the employee fails to comply with the requirements of this paragraph shall result in the employee losing his entitlement to any injury pay for that instance.

4. An employee reporting absent due to a compensable injury shall be governed by the Rules and Regulations and Standard Operating Procedure of the Police Department pertaining thereto.

5. 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 such determination, the City will no longer require the 20% employee deduction from injury pay benefits provided for in paragraphs 1. and 2., of this Article, above.

6. During the period of an employee's absence from duty due to a duty-incurred injury, the employees shall be permitted to leave his/her residence or place of confinement so long as he/she has first obtained a written statement from his/her personal physician stating that such travel will further his/her recuperation and the employee has first presented his/her personal physician's statement to his/her commanding officer or shift commander. Whenever an employee authorized to leave his/her residence or place of confinement leaves the confines of Milwaukee County, he/she shall provide his/her commanding officer written advance notice of this departure indicating on the notice the time period he/she will be out of Milwaukee County, location(s) where he/she can be reached and, if a location has an address and/or telephone number, the address and/or telephone number of the location(s). While outside the confines of Milwaukee County, the employee shall be required to notify his/her commanding office of his/her whereabouts by telephone of any changes in the locations indicated on the advance notice. During any fifteen (15) day period, an employee shall not be permitted to remain outside the confines of Milwaukee County for more than 14 consecutive calendar days. Rule 5, Section 7 of the Milwaukee Police Department Rules and Regulations shall remain unchanged and in full force and

effect.

ARTICLE 32

FUNERAL LEAVE

1. DEFINITION: Funeral leave as provided herein is expressly for attending the funeral of a family member or relative.
2. An employee covered by this Agreement shall be granted leave of absence of the length requested by the employee as follows:
   a. Not to exceed three (3) days with pay, in case of death of the employee's wife, husband, child, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandchild; and
   b. Not to exceed one (1) day with pay in case of death of the employee's grandparents; and
   c. Not to exceed three (3) days with pay in case of death of the employee's stepmother, stepfather or stepchildren by virtue of the employee's current spouse; during the employee's lifetime, eligibility to use stepparent funeral leave benefits shall be limited to one (1) stepfather and one (1) stepmother, regardless of the number of stepparents.

   An employee eligible for the leave with pay provided hereunder may only use that leave during the seven (7) consecutive calendar day time period immediately following the date of the death that occasioned the employee's request for the leave.
3. In the event of the death of any other relative, employees shall be permitted to change their next regular day off so they may attend the funeral.
4. Employees requesting a leave under the provisions of Section 1 or 2, above, shall be governed by the Rules and Regulations of the Police Department.
5. Administration and control of the provisions of this Article shall be by the Chief of Police.

ARTICLE 33

MILITARY LEAVES

1. Short Term Military Leaves of Absence (Reserve or National Guard Duty) --Less Than 90

Days Per Calendar Year

a. Subject to the terms and conditions provided in subsections 1.b through 1.d. of this Article, below, an employee shall be entitled to time off with pay when he/she is required to take a 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) Continuous Service

If either military training duty leave or military duty on account of civil disturbance is limited to a single period during the calendar year, then such leave shall be granted with pay not to exceed fifteen (15) successive calendar days (including Saturdays, Sundays, and legal holidays) during a calendar year.

(2) Intermittent Service

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed ten (10) regularly scheduled eight-hour shifts during the calendar year.

(3) Combined Maximum

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis shall in aggregate not exceed ten (10) of the employee's regularly scheduled eight-hour work shifts for military training duty and ten (10) such shifts for military duty in the State of Wisconsin because of riot or civil disturbance

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 (as it may be amended from time to time), shall received full City pay plus all military pay for duty

covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his biweekly pay check, deducting an amount equal to his military pay for such duty (up to a maximum equal to his City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits.

d. Return to City Employment From Short-Term Military Leave

The time off with pay for short-term military leaves provided hereunder shall be granted only if the employee taking such leave reports back for City employment at the beginning of his/her next regular 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 such employee's release from military duty.

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 Commanders-in-Chief thereof, 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 subsection 2. c., below, the employee on military leave of absence shall be reinstated into the position he/she held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that he/she is still qualified to perform the duties of his/her position or similar positions.

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

(1) Reinstatement from Military Reserve or National Guard Duty

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

Active Duty

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

(b) All Other Active Duty

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

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

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where such active duty is not covered by subsection 2.c.(l), above, shall upon

satisfactory completion of military service, make application for re-employment within 90 days after: (i) such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty or one year after such employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions from Reinstatement Benefits

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

3. Military Funeral Leaves of Absence

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.

4. Induction Examinations

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

5. Administration

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

ARTICLE 34

TIME OFF FOR JURY DUTY

1. An employee covered by this Agreement shall be granted time off with pay for jury duty when he/she is legally summoned for jury duty, subject to the terms and conditions provided for in paragraphs 2. through 6., inclusive, of this Article, below.
2. When an employee is legally summoned to report for jury duty, he/she shall:
   (a) Immediately notify his/her commanding officer and promptly submit to him/her a written report, in "matter of" form, showing the date he/she is required to report for such jury duty; and
   (b) Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and County of Milwaukee form X-650-IR15 (Official Jury Notice), and forward both documents to the Police Department Administration Bureau -- Payroll Section; and
   (c) Submit a Certification of Jury Service form to the Police Department Administration Bureau -- Payroll Section at the end of his/her jury duty. Copies of this form may be obtained from the Circuit Court Calendar Clerk.
3. While on authorized jury duty, the employee shall be considered by the Police Department to be working the day shift and shall be permitted to change his/her off-duty days (regular off and vacation days) subject to approval from the Police Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed, he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she receives (excluding official travel pay).
4. An employee shall not be eligible for overtime while on jury duty, even if such duty extends beyond eight hours in one day; nor, shall an employee be eligible for overtime for work performed outside his/her regularly scheduled eight-hour work shift that is the result of changes made pursuant to paragraph 3., of this Article, above.
5. On days when the employee is normally scheduled to work, no greater amount of time off

for jury duty shall be granted than is necessary. If an employee is called for jury duty on such day and reports thereto without receiving a jury assignment for that day, or if he/she is engaged in jury duty for part of such day, he/she shall immediately notify his/her commanding officer of this fact be telephone and report back to work for the remainder of his work day. If the employee is engaged in jury duty for part of a day that falls on a work day, then such requirement to report back to work shall not be applicable on days where the amount of time remaining the employee's regularly scheduled eight-hour shift for that day, together with travel time from the jury duty site to the employee's duty assignment location, does not allow for a work period of reasonable length; in this circumstance, the employee shall still be required to notify his/her commanding officer in accordance with the requirement set forth above. The criteria used in determining what constitutes reasonable length shall be based on present Police Department practices covering jury duty; notwithstanding the foregoing, an employee released from jury duty prior to 12:00 noon on a work day must report back to work for the remainder of his/her work day.

6. Administration and control of the provisions of this Article shall be under the Chief of Police.

ARTICLE 35

ILLNESS IN FAMILY

1. A leave of absence with pay for one day may be granted by a commanding officer to any member of his/her command in case of serious illness in his/her immediate family or other extraordinary emergency. The present practice of granting leave only when the event giving rise to the need for leave occurs immediately prior to the beginning of the employee's shift or during the employee's shift and the event was unanticipated, not previously planned or scheduled, shall continue unchanged.
2. Employees reporting an absence under the provisions of paragraph 1., of this Article, above, shall be governed by the Rules and Regulations of the Police Department.

ARTICLE 36

SAFETY EQUIPMENT

An employee occupying a job classification determined by the City to be eligible for the use of safety glasses shall be provided safety glasses. Such glasses shall remain the property of the City of Milwaukee.

ARTICLE 37

PARKING ALLOWANCE BENEFITS FOR POLICE ADMINISTRATION BUILDING EMPLOYEES

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 Association with a list of City-approved parking facilities and will notify the Association 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 (i.e., the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the employee shall be entitled to receive the eighty-five dollars ($85) monthly ($95, effective the calendar month following execution of the 2004-2006 Agreement) Regular Parking Allowance benefit; provided however, if the monthly parking permit purchase price is less than eighty-five dollars ($85) (or $95, effective the calendar month following execution of the 2004-2006 Agreement) , the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit.

b. Special Parking Allowance Benefit

In order to receive a Special Parking Allowance benefit for a calendar month, two or more eligible employees forming a carpool in accordance with the provisions of paragraph 2., 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 (i.e., 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 $90 per month ($100, effective the

calendar month following execution of the 2004-2006 Agreement);

(2) Three or more-person carpool -- A total of $115 per month ($125, effective the calendar month following execution of the 2004-2006 Agreement).

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 2., 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 4, 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 3.a. and 3.b. for the same calendar month.

3. The Association 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 (i.e., 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 3., 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 3. or 4., 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 5.b., hereof, or (2) the maximum amount provided in paragraphs 3.a. or 3.b., hereof, whichever is applicable. Such benefit shall be in lieu of the monthly parking benefits provided under paragraphs 3. and 4.

5. No employee shall be eligible for the parking benefits provided by the Parking During Court Overtime Appearance paragraph of this Agreement for a calendar month for which

he/she receives benefits hereunder.

6. 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.

7. 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.

8. 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.

9. Notwithstanding the foregoing, effective the month following the execution date of this Agreement, 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 $20 ($30, effective the calendar month following execution of the 2004-2006 Agreement) which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $90 ($100, effective the calendar month following execution of the 2004-2006 Agreement).

b. Three-or-more-person carpool - An amount of reimbursement up to $40 ($50, effective the calendar month following execution of the 2004-2006 Agreement) which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed $115 ($125, effective the calendar month following execution of the 2004-2006 Agreement).

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 38

BUS FARE DISCOUNT PROGRAM

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

ARTICLE 39

AMERICANS WITH DISABILITIES ACT (ADA)

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 Association 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 40

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. 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, the Chief of Police and the Fire and Police Commission and these provisions shall be interpreted and applied in such manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to them.

2. The City shall administer and control the Articles and provisions of this Agreement.
3. The Association recognizes the powers, duties and responsibilities of the Chief of Police as set forth in Section 62.50, Wisconsin Statutes, and that the Chief of Police and not the Common Council of the City of Milwaukee has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the individuals employed therein.
4. The provisions of this Agreement are binding upon the parties for the term of this Agreement. The Association having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Chief of Police, the Common Council or the Board of Fire and Police Commissioners, including rules and regulations established by the Chief of Police and the Board of Fire and Police Commissioners.
5. For purposes of construction and interpretation of this Agreement's provisions, this Agreement shall be considered to have been executed on October 3, 2005.

ARTICLE 41

WAIVER OF FURTHER BARGAINING

1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters within the province of collective bargaining. This Agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.
2. If any federal or state law now or hereafter enacted results in any portion of this Agreement becoming void, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement

for such portion.

ARTICLE 42

RETROACTIVE WAGE PAYMENTS

The parties to this Agreement elect not to be bound by the required frequency of wage payment provisions of §109.03 (1) (a), Stats., in respect to retroactive wages payable under the terms of this Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no later than sixty days from the execution of this Agreement.

Dated at Milwaukee, Wisconsin, this _____day of_____, 2005. (All copies of this instrument being executed have the same force and effect as though each were an original).

BY:

_____
John Balcerzak, President

_____
Steven Lelinski, Trustee

_____
Joseph Honzelka, Trustee

BY:

_____
Maria Monteagudo
Employee Relations Director

_____
David Kwiatkowski
City Labor Negotiator

_____
Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

_____
Tom Barrett, Mayor

_____
Ronald D. Leonhardt, City Clerk

_____
W. Martin Morics
City Comptroller

_____
Willie L. Hines Jr., Alderman
President, Common Council

_____
Michael J. Murphy, Alderman
Chairman, Finance and Personnel Committee

04-06 LC
labr/mpa-police aides

SIGNATURES

MEMORANDUM OF UNDERSTANDING

BETWEEN

MILWAUKEEE POLICE ASSOCIATION (Police Aide Unit)

LOCAL #21, I.U.P.A., AFL-CIO,

AND

THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2004, and expiring December 31, 2006. The negotiating committee for the Milwaukee Police Association (Police Aide Unit), whose signatures appear below, agree to unanimously recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of the Milwaukee Police Association (Police Aide Unit) that its membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this _____day of _____, 2005.

Milwaukee Police Association (Police Aide Unit)	**Representatives of the City of Milwaukee Negotiating Team**

04-06 WC
labr/MPA-Police Aides