

AGREEMENT
Between
THE CITY OF MILWAUKEE
And
THE ASSOCIATION OF SCIENTIFIC PERSONNEL

Effective January 1, 2010 to December 31, 2011

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and
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AGREEMENT
Between
CITY OF MILWAUKEE
and
ASSOCIATION OF SCIENTIFIC PERSONNEL

Effective January 1, 2010 through December 31, 2011

This agreement is made at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, hereinafter referred to as the "City," and the ASSOCIATION OF SCIENTIFIC PERSONNEL, hereinafter referred to as "Union."

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

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

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

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

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2010, and ending at 12:01 a. m. on January 1, 2012, unless both parties agree to extend it beyond that date.

2. Except as provided in Subsection 3, below, not earlier than June 15, 2011, nor later than July 1, 2011, the Union shall give the City written notice in accordance with the NOTICES ARTICLE of this Agreement indicating areas in a succeeding labor agreement in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning thirty (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 NEGOTIATIONS Article of this Agreement.

ARTICLE 2

RECOGNITION

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

new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit, and they shall also be covered by the Agreement between the Association of Scientific Personnel and the City.

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

ARTICLE 3

SUBORDINATE TO CHARTER

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

ARTICLE 4

ORDINANCE AND RESOLUTION REFERENCES

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

ARTICLE 5

MANAGEMENT RIGHTS

1. The Union recognizes the right of the City to operate and manage its affairs in all respects. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.
2. The Union recognizes the exclusive right of the City to establish work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration.
3. The City shall have the right to determine schedules of work and to establish the methods and processes by which such work is performed.
4. The City has the right to schedule and assign regular and overtime work as required.
5. The City reserves the right to discipline or discharge for cause; except that discipline or discharge of a probationary employee in an entry level classification shall not have to be for cause. When it becomes necessary to suspend, terminate or discharge a non-probationary employee, the City will give notice to the Union before taking such action except when, in the judgment of the City, emergency action is required. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision is not to be construed as requiring a meeting with the Union. Notices for suspensions, terminations or discharges shall not be subject to the NOTICES provision of this Agreement, requiring "certified mail" but, rather shall be given by the most expeditious means as determined by the City.
6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
7. The City reserves the right to layoff employees.
8. Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs, layoffs due to loss of grant funding, or layoffs due to loss of reimbursement for specific programs or positions.

This provision shall expire at the end of Pay Period 26, 2010.

9. The City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
10. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments or bureaus or to consolidate operations within a department or bureau or to reorganize within a department or bureau. The City will give the Union reasonable and timely notice and an opportunity to present its position when bargaining unit personnel are involved and affected by the City's proposed action.

ARTICLE 6

GRIEVANCE AND ARBITRATION

1. Grievances
 - a. A grievance is a difference of opinion or dispute involving the interpretation, application or enforcement of the provisions of this agreement.
 - b. The following matters shall not constitute a grievance hereunder:
 - (1) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including pension benefits provided by such systems and their administration.
 - (2) Termination or discipline of a probationary employee.
 - (3) The articles of this agreement entitled Subordinate to Charter and Management Rights with the exception of discipline for cause.
 - (4) Matters involving the approval of medical or dental insurance claims filed by an employee on behalf of him/herself or on behalf of his/her dependent.
 - (5) Any matter which is not initiated within ten (10) working days of the date upon which the employee knew or could reasonably have known of the event giving rise to the dispute.
2. Procedure
 - a. Step One. An employee who has a grievance shall within 10 working days of the event giving rise to the dispute first present the grievance orally to his/her section

head, either alone or accompanied by a Union representative.

- b. Step Two. If the grievance is not settled at the first step, within ten (10) working days the Union or employee shall appeal in writing to the division head. A written decision on the appeal shall be given to the employee and Union within ten (10) working days of receipt of the appeal.
- c. Step Three. If the grievance is not settled at the second step, within ten (10) days the Union or employee shall appeal in writing to the department head. A written decision on the appeal shall be given to the employee and Union within ten (10) working days of receipt of the appeal.

3. Arbitration

- a. If the department head's written answer to the grievance is unsatisfactory to the Union, the Union shall, within ten (10) working days of receipt of the decision, notify the City Labor Negotiator in writing of its intention to refer the grievance to arbitration. After the notice of intent to proceed to arbitration is received, the grievance shall be reviewed at a meeting between the City Labor Negotiator and the President of the Union or their designees. The designated participants shall be empowered to settle the grievance. The grievance shall not be presented before an Arbitrator until such a meeting has occurred or been waived by mutual written agreement.
- b. If the grievance is not resolved by the procedure in subsection 3.a., above, the matter shall go to arbitration except that no matter shall be subject of arbitration unless arbitration is requested within 120 working days of the date the event occurred giving rise to the dispute. The parties shall first attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the parties shall immediately jointly request the Wisconsin Employment Relations Commission to submit a panel of five (5) potential arbitrators. The Union president and the City Labor Negotiator or their designees shall, after the receipt of the lists, meet promptly to select an arbitrator. The arbitrator shall be selected by the parties' alternately striking names until one name remains. The

parties shall notify the arbitrator in writing of his/her selection, and request that he/she set a time and place for an arbitration hearing.

- c. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue. The arbitrator shall have no authority to grant wage increases or wage decreases, or to increase the number of jobs in the City.
 - d. The arbitrator shall have no authority to make a decision contrary to, inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance.
 - e. The arbitrators shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension of the time.
 - f. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.
 - g. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and bearing the costs of its own copy of the written transcript.
4. Time Limit for Filing and Advancement:
- a. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to

the next step. The time limit in each step may be extended by mutual written agreement of the department head and the Union representative involved in each step.

- b. The term, "working days," as used in this Article shall mean the days in which regular City business is conducted, exclusive of weekends and holidays.
- c. The time limits set forth in this Article may be waived by written consent of both parties.

ARTICLE 7

LIMITATIONS ON UNION ACTIVITY

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

ARTICLE 8

NOTICES

- 1. All notices required to be sent by the Union to the City shall be in writing and sent by certified mail to the City Labor Negotiator.
- 2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the President of the Union.
- 3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above whenever they deem it appropriate.

ARTICLE 9

NEGOTIATIONS

- 1. Either party to this Agreement may select for itself a negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as each party may determine. No consent from either party shall be required in order to name a negotiator or negotiators.
- 2. The Union shall advise the City of the names of its negotiators. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor

Negotiator sufficiently in advance of regularly scheduled meetings so as to permit notification of the appropriate City department.

3. One or more representatives from the Union shall be paid regular base salary up to a combined total of 50 hours annually for negotiating time during regular working hours under the following conditions:
 - a. No payment will be made for time outside regular working hours.
 - b. No payment will be made for time in excess of eight hours.
 - c. Reasonable travel time from site of employment to site of meeting will be allowed.
 - d. The City Labor Negotiator shall interpret and administer the provisions of this Article.

ARTICLE 10

DUES DEDUCTIONS/AGENCY SHOP

1. An employee may authorize the City to deduct Union dues from his/her paycheck by executing an authorization card and submitting it to a City designated administrator. The check-off shall become effective two (2) pay periods after filing.
2. The Union shall be granted deductions for up to 26 or 27 pay periods, whichever is appropriate, upon submission of a necessary affidavit and certificate to the City Labor Negotiator.
3. The City will deduct from the biweekly earnings of all employees represented by the Union who have not authorized dues deductions by dues deduction cards, an amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by amount of dues uniformly required of all members of the Union and pay this amount to the Treasurer of the Union within ten (10) days after the payday from which the deduction was made. The City reserves the right to stop, withhold or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employees' dues deduction and fair share dues deduction that is required of all

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

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

ARTICLE 11

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Union pledges itself to make every effort to maintain unimpaired service to the City. The Union shall neither cause nor counsel its members to strike, nor shall it in any manner cause them either directly or indirectly to: commit any concerted acts of work stoppage, participate in a sympathy strike, participate in a wildcat strike, engage in a work speedup

or slowdown, engage in so-called "sickout" activity, disrupt, impede any City functions or refuse to perform any customarily assigned duties for the City. Any local of the Union shall also be prohibited from taking the action enumerated in this section. However, whether or not the Union or a local, is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

- a. Discharge as provided for by law.
 - b. Other disciplinary action as may be applicable to the employee.
 - c. Loss of all compensation, vacation benefits, and holiday pay as determined by the City.
2. Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately order its members to return to work in writing, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. In the event that a wildcat strike occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue orders and/or take action shall be considered in determining whether or not the Union caused, directly or indirectly, the strike.
3. The City will not lock out employees. If any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, the inability to work shall not be deemed a lockout under the provisions of this section.

ARTICLE 12

BASE SALARY

1. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009.
This provision shall expire at the end of Pay Period 26, 2011.

2. Effective Pay Period 14, 2009 (June 28, 2009) the biweekly salary for employees shall be as follows:

a. Pay Range 635: Medical Laboratory Technician

Step 1.	\$1,427.26
Step 2.	1,458.08
Step 3.	1,492.72
Step 4.	1,529.17
Step 5.	1,567.52
Step 6.	1,636.77

b. Pay Range 640⁽¹⁾: Microbiologist I, Chemist I, Virologist I

Step 1.	\$1,523.22
Step 2.	1,567.02
Step 3.	1,616.78
Step 4.	1,670.15
Step 5.	1,725.57

c. Pay Range 642⁽¹⁾: Microbiologist II, Chemist II, Virologist II

Step 1.	\$1,785.42
Step 2.	1,850.54
Step 3.	1,920.73
Step 4.	1,994.54
Step 5.	2,061.32
Step 6.	2,165.06

d. Pay Range 644⁽¹⁾: Microbiologist III, Chemist III, Virologist III

Step 1.	\$2,061.32
Step 2.	2,133.88
Step 3.	2,206.25
Step 4.	2,301.96
Step 5.	2,397.84
Step 6.	2,504.74

e. Pay Range 646⁽¹⁾: Laboratory Information Systems Specialist

Step 1.	\$2,301.96
Step 2.	2,397.84
Step 3.	2,504.74
Step 4.	2,587.38
Step 5.	2,672.76
Step 6.	2,760.97

⁽¹⁾ Appointment may be at any step of the range.

3. An employee completing one year of active service within a pay step other than the highest pay step shall advance to the next pay step on his/her anniversary date. Active service, as used herein, shall mean the performance of assigned duties and shall include time spent by an employee on paid leave as provided in this Agreement, but shall not

include any time spent by an employee on leave without pay. Effective Pay Period 1, 2010, there shall be no pay step advancement for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011.

4. 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 Article 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 for that period shall be reduced by an amount equivalent to his/her hourly base salary rate computed on the basis of his/her average work week in effect as established under the HOURS OF WORK Article of this Agreement for each hour, or fraction thereof to the nearest 0.1 of an hour, during which work is not performed.
5. 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 Union prior to implementing such changes.
6. 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 the Grievance and Arbitration Article.
7. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.
8. Retroactive wage payments. The parties to this collective bargaining agreement elect not to be bound by the required frequency of wage payment provisions of 109.03, 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 60 days from the execution of this Agreement.
9. All employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
10. During the term of the Agreement, there shall be no more than four furlough days during

calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall not be used by either party in any future grievances, prohibited practice complaints, or any other legal actions. This provision shall expire December 31, 2011.

ARTICLE 13

HOURS OF WORK

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

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

ARTICLE 14

OVERTIME, SHOW-UP PAY, ON-CALL PAY

1. Employees in active service and in the following position classifications shall be eligible to receive the overtime benefits hereinafter provided so long as they remain in active service and within such classifications:
 - Medical Laboratory Technician
 - Microbiologist I
 - Microbiologist II
 - Chemist I
 - Chemist II
 - Virologist I
 - Virologist II
- a. Overtime means authorized work performed outside the regularly scheduled eight-hour shift or in excess of the regularly scheduled 40-hour week as defined in the HOURS OF WORK Article of this Agreement, or for work performed on holidays. Overtime compensation will only be paid for time actually worked.
- b. The Department Head or his/her designee shall have the authority to schedule and assign all overtime work.
- c. Overtime shall be compensated at a rate of one and one-half (1.5X) times the overtime hours actually worked in cash or compensatory time off at the discretion of the Department Head.
- d. The accumulated credit for each employee shall not exceed 120 hours worked, which is the equivalent on a time and one-half (1.5X) basis to 180 hours taken off.

The City shall have the authority to reduce compensatory time balances.

- e. The prescribed pay for overtime work shall not apply until all unexcused hours in any calendar day or week have been worked for on a straight-time basis or before any hours previously lost at any time by reason of inclement weather, civil disturbances or causes beyond the control of the employee, as determined by the City when the employee was able to report to work, have been made up by working hours in excess of the regular working hours on a basis of one and one-half (1.5) hours' credit for each hour of work lost.
 - f. Application of the provisions of this Article shall not allow pyramiding of overtime.
 - g. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
2. Employees in active service and in the position classifications of Chemist III, Microbiologist III, Virologist III and Laboratory Information Systems Specialist shall be eligible to receive overtime benefits as provided in section 1 of this OVERTIME ARTICLE, except as follows:

In lieu of section 1.a., above, overtime means authorized work performed in excess of the 40-hour work week or for work performed on holidays. This overtime pay provision shall not apply to hours worked in excess the 40-hour work week as a result of the employee's flexible schedule.

SPECIAL OVERTIME COMPENSATION

- a. On any continuous time worked in excess of twelve (12) hours, 25 cents shall be added to the base pay and the employee compensated at a rate of one and one-half (1.5) hours in compensatory time off or cash, at the discretion of the Department Head.
- b. For non-scheduled overtime worked on Sundays and/or holidays designated in this Agreement, the employee shall be compensated at the rate of one and three-quarters (1.75X) times his/her regular base salary in compensatory time off or

cash, at the discretion of the Department Head. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in subsection 2 of the HOURS OF WORK Article. Hours of work affected by this paragraph shall be those which fall within the calendar day of the Sunday or holiday.

SHOW-UP PAY

- a. All employees, except part-time personnel, who report for work at a regularly assigned time and who are officially excused and sent home due to lack of work or inclement weather shall be credited with hours worked, but not less than two (2) hours pay at their straight time rate, except that the time credited for employees who work less than full time shall be prorated.
- b. All employees who report to work for an emergency overtime assignment on a day other than a Sunday or a holiday at the direction of competent authority and who are officially excused before completing three (3) hours of work, shall be credited with three (3) hours pay at time and one-half (1.5X). Such credit shall be given in compensatory time off or in cash at the discretion of the Department Head, in accordance with the OVERTIME Article of this Agreement.
- c. All employees who are required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who are officially excused before completing three (3) hours of work, shall be credited with three (3) hours pay at time and three quarters (1.75X). Such credit shall be given in compensatory time off or cash at the discretion of the Department Head in accordance with the OVERTIME Article of this Agreement.

ON-CALL PAY

- a. An employee who is on an authorized on-call assignment shall be compensated at the rate of one (1) hour of pay in cash for each eight hour time period or fraction thereof outside an employee's regularly scheduled workday, weekend day or holiday that he or she is so assigned. An employee who is on authorized on-call must be available to work and be able to report to work within two hours from the

time he/she is notified by the Public Health Laboratories Director or designee. As deemed necessary at the discretion of the Public Health Laboratories Director or designee, employees on an authorized on call assignment may be directed to report in less than two hours, when reasonably possible.

- b. An employee in a classification listed under Article 14, section 1, who is on an authorized on-call assignment and who is called in to work during his/her on-call shift shall be compensated at time and one-half in either compensatory time off or in cash at the Department Head's discretion for any time actually spent on an authorized assignment outside his/her regularly scheduled shift.
- c. An employee in a classification listed under Article 14, section 2, who is on an authorized on-call assignment and who is called in to work during his/her on-call shift shall be compensated at time and one-half in either compensatory time off or in cash at the Department Head's discretion for any time actually spent on an authorized assignment in excess of the 40 hour work week.

ARTICLE 15

FLEXIBLE SCHEDULE

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

Microbiologist III
Chemist III
Virologist III
Laboratory Information Systems Specialist

- a. The flexible schedule arrangement permits those employees who are eligible and authorized to use it some flexibility in scheduling working hours.
- b. Employees are required to work an average of at least 40 hours per week to be eligible for flexible scheduling.
- c. Daily schedules may be adjusted from time to time in accordance with departmental needs as determined by the Department Head or his/her designee.
- d. The Department Head or his/her designee shall administer the provisions of this

section and shall determine the manner in which the use of flexible schedule is to be applied.

- e. Employees in positions covered by the Flexible Schedule shall not be eligible for overtime benefits under Article 14 for any hours worked in excess of 40 hours in a work week as a result of the employee using flexibility in scheduling working hours. These employees shall only be eligible for Overtime benefits under Article 14 when the Department Head assigned them to work in excess of their 40 hour work week or on a holiday and the employees performed the assigned work in excess of their 40 hour work week or on a holiday.

ARTICLE 16

SHIFT DIFFERENTIAL

1. Employees in the following job classifications shall be eligible for a shift differential in accordance with the terms and conditions of this Article:

Medical Laboratory Technician
Chemist I
Chemist II
Microbiologist I
Microbiologist II
Virologist I
Virologist II

2. An employee who works at least (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 2.a. or 2.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium rates:

- a. Second shift - 3:00 p.m. to 11:00 p.m. - \$0.40 per hour.
- b. Third shift - 11:00 p.m. to 7:00 a.m. - \$0.45 per hour.

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

3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be

in the amount of \$0.50 per hour and weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.60 per hour.

4. An employee who is on paid vacation, holiday, personal day, sick leave or funeral leave during a period in which his/her regular shift assignment is the second or third shift shall receive any second or third shift premium pay that he/she would have received had he/she not been on such paid leave.
5. An employee performing work compensated under the OVERTIME Article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

ARTICLE 17

VACATIONS

1. An employee shall earn vacation time in the following manner :
 - a. 3.7 hours per pay period for employees who have completed less than 4 years' creditable service;
 - b. 5.3 hours per pay period for employees who have completed at least 4 but less than 9 years of creditable service;
 - c. 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service;
 - d. 8.4 hours per pay period for employees who have completed at least 14 but less than 21 years of creditable service.
 - e. 9.9 hours per pay period for employees who have completed at least 21 years of creditable service.
2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under 17.1. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro-rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.
3. Eligibility for, and accumulation of vacation shall begin upon appointment to a position

eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment.

Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.

4. The maximum amount of vacation an employee can maintain in his/her vacation account shall be as follows:
 - a. 136 hours for employees who have completed less than 4 years of service.
 - b. 176 hours for employees who have completed 4 years of service but less than 9 years of service.
 - c. 216 hours for employees who have completed 9 years of service but less than 14 years of service.
 - d. 256 hours for employees who have completed 14 years of service but less than 21 years of service.
 - e. 296 hours for employees who have completed 21 years of service.
5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. 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 his/her paycheck. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.
6. The City shall make every reasonable effort to avoid changes in an employee's schedule of

hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.

7. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.
8. An employee scheduling a two-week vacation which by its term starts with a regular Monday work day shall be guaranteed that he/she will not be scheduled for regular or overtime work (a) on the Saturday or Sunday before the vacation starts; or (b) on the Saturday or Sunday succeeding the vacation period. It is understood that the provision of this vacation guarantee might necessitate some changes in vacation scheduling in the affected areas.
9. The City shall adjust an employee's length of service to reflect his/her full-time status as a City employee.
10. Transitional Vacation Account
 - a. Effective pay period 1, 1996, the amount of vacation earned by an employee in 1995 for use in 1996 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

ARTICLE 18

HOLIDAYS

1. Eligible employees will receive the following holidays with pay when the holiday is celebrated on the days Monday through Friday:
 - a. New Year's Day (January 1)
 - b. Memorial Day (Last Monday in May)
 - c. Independence Day (July 4)
 - d. Labor Day (First Monday in September)
 - e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year.)

- f. The day after Thanksgiving
 - g. Christmas Day (December 25)
 - h. The last normal workday before Christmas Day
 - i. The last normal workday before New Year's Day
 - j. Good Friday
 - k. The third Monday of January to commemorate Dr. Martin Luther King's birthday.
2. Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday.
 3. Whenever New Year's Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday.
 4. Whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.
 5. In order to qualify for holiday pay, the eligible employee must work the work day normally scheduled preceding the holiday and following the holiday.
 6. An eligible employee who is required to work on a holiday and who is not on flexible schedule shall receive holiday pay plus one and one-half times base salary in compensatory time off for each hour he/she works.
 7. The provisions of this paragraph shall not in any way abridge the City's right to schedule employees to work on recognized holidays.
 8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observation of such law but the operation of said law shall not operate to increase or diminish the number holidays with pay granted annually.

ARTICLE 19

SICK LEAVE

1. "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with the Hours of Work Article of this Agreement.
2. a. Eligibility for sick leave shall begin after the completion of six (6) months of actual service following regular or exempt appointment, but accumulations shall be

retroactive to the time of regular or exempt appointment.

- b. Whenever an employee eligible for sick leave allowance leaves the service of one City Department or the Milwaukee School Board and accepts, (by certification of transfer), service in a position in another City Department or the Milwaukee School Board, obligations for any accumulated sick leave allowance shall be assumed by the new department. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.
 - c. Whenever an employee eligible for sick leave allowance is laid off, any unused accumulated sick leave shall continue in effect if the employee is rehired by any City department within three years.
 - d. Sick leave shall automatically terminate on the date of retirement of the employee.
3. A permanent full-time employee shall earn sick leave with pay at the rate of one and one-quarter (1.25) working day for each month of active service or 4.6 working hours for each two (2) weeks of active service. An employee who works an average of twenty (20) hours per week on a year-round basis shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service.
- An employee working less than full-time but more than twenty hours per week shall earn sick leave with pay on a pro-rata basis.
4. Sick leave allowance shall not accumulate in excess of 120 working days. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.
6. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's private physician certifying the nature and seriousness

of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.

7. When acceptable medical substantiation is required from the employee for an instance of sick leave under subsection 5 or 6:

- a. It must be certified by the employee's private physician not later than two work days following the date on which such sick leave instance commenced; and
- b. It must be received by the employee's Department Head or his/her designee not later than five work days following the date on which such sick leave instances commenced.

8. Sick Leave Control Incentive Program

a. The Sick Leave Control Incentive Program shall be in effect beginning Pay Period 1, 2010 and ending Pay Period 26, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2011.

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

Trimester 1 - Pay Periods 1-9

Trimester 2 - Pay Periods 10-18

Trimester 3 - Pay Periods 19-26 or 19-27 whichever is appropriate.

c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

- (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
- (2) During the full term of the trimester, the employee was in active service; and
- (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours or in the case of an employee who was employed for an average of 20 hours per week on a year round basis, the employee had an amount of earned and

unused sick leave credit in his/her sick leave of 60 hours.

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

d. In a Trimester period set forth in subsections a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau Head may allow the employee to determine which one of the two types of SLIP benefits listed below he/she shall receive in accordance with procedures established for that purpose by the Department/Bureau Head:

- (1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to eight (8) hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

- (2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight (8) hour day off with pay. Such day off with pay earned in Trimester 1 must be used in Trimester 2 or 3 of the same fiscal year. A day off earned in Trimester 2 must be used in Trimester 3 of the same fiscal year. A day off earned in Trimester 3 may be used in Trimester 1, 2 or 3 of the following

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

- e. For an employee who is employed an average of 20 hours per week and who is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau Head may allow the employee to determine which one of the two types of SLIP benefits listed below he/she shall receive in accordance with procedures established for that purpose by the Department/Bureau Head:
 - (1) A special sick leave incentive payment
An employee receiving a special sick leave incentive payment shall be entitled to receive a lump-sum cash payment equivalent to four (4) hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the trimester period in which they were earned.
 - (2) A special incentive leave
An employee receiving a special incentive leave shall earn one four (4) hour day off with pay. Such day off with pay earned in Trimester 1 or 2

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

ARTICLE 20

DUTY-INCURRED DISABILITY PAY

1. An employee with regular Civil Service status who sustains an injury while performing within the scope of his/her employment for which he/she is entitled to receive Worker's Compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive 70% of 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 injury, subject to the terms and conditions set forth in subsections 2 through 6, inclusive, below.
2. In no case shall an employee receive "injury pay" for more than 250 working days during his/her employment regardless of the number of compensable injuries sustained.
3. In providing injury pay in an amount equal to 70% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly pay check deducting an amount equal to 30% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for this amount whatsoever. This deduction shall be administered so as not to reduce the employee's pension benefits. For purposes of interpretation of the provisions of this paragraph, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay

period he/she is claiming injury pay.

4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial, disability benefits under the Worker's Compensation Act, but such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored to the employee.
5. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.
6. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee.

ARTICLE 21

OWED TIME

1. An employee who loses time from work during his/her regularly scheduled work week because of inclement weather or civil disturbances who is able to report to work shall be permitted to owe the time lost.
2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned emergency or other overtime work periods except when excused from assignment for a legitimate reason.
3. Owed time is to be made up at the rate of time and one-half (1.5).
4. If operation of the Fair Labor Standards Act on Owed Time provisions results in an

increase in costs to the City, as determined by the City, the City shall have the exclusive right to modify existing Owed Time provisions to the extent that such cost increase is eliminated.

5. An employee on flexible schedule is not subject to this Article.

ARTICLE 22

LEAVE OF ABSENCE FOR MILITARY DUTY

1. Short Term Military Leave of Absence (Reserve or National Guard Duty) -- Less Than 90 Days Per Calendar Year
 - a. Subject to the terms and conditions provided under 1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.
 - b. Maximum Amount of Time Off With Pay
 - 1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.
 - 2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.

- c. An employee who, because of honorable service in any of the wars of the United States, is eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under 1.b.. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for duty (up to a maximum equal to the City pay received under 1.b., and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.
 - d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following the employee's release from military duty.
2. Long Term Military Leaves of Absence - 90 Days or Longer Per Calendar Year
- a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.
 - b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in 2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that he/she is still qualified to perform the duties of his/her position or similar positions.
 - c. The right to reinstatement provided in 2.b., shall be terminated unless the employee satisfies the following conditions:
 - (1) Reinstatement From Military Reserve or National Guard Duty
 - (a) Initial Enlistment With At Least Three Consecutive Months of

Active Duty:

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

(b) All Other Active Duty

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

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

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where active duty is not covered by 2.c. (1) above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) the employee's

release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty or one year after the employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

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

3. An employee shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.
4. 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; but time off with pay shall be granted only for examinations conducted by a United States military agency.
5. The City shall have the authority to establish rules and procedures that it deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 23

JURY DUTY LEAVE

1. An employee of the City of Milwaukee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount

of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports therefore without receiving a jury assignment for that day or in any case where such employee is engaged in jury duty for a part of a day, he/she shall report for the performance of his/her City duties for the remainder of that day.

2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.
3. Except as provided in subsection 4, below, employees covered by the OVERTIME Article of this Agreement shall not be eligible for overtime while on jury duty or being under subpoena even if such duty or subpoena extends beyond eight (8) hours in one (1) day.
4. An employee covered by the OVERTIME Article of this Agreement who is subpoenaed to testify in court on matters directly related to the duties and responsibilities of his/her City Service job classification as determined by the Bureau Head or his/her designee, shall not be eligible for the "subpoena pay" provisions contained herein but, rather, shall receive compensation in accordance with the BASE SALARY and/or OVERTIME Articles of this Agreement.

ARTICLE 24

TERMINAL LEAVE

1. An employee covered by this Agreement, who retires under the provisions of the Employees Retirement System of Milwaukee, (but excluding retirement on deferred or actuarially reduced pensions, as they are defined under the System), shall, upon retirement, be entitled to a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of the employee's earned and unused sick leave up to a maximum of thirty (30) eight-hour work shifts of pay.

2. Terminal Leave Compensation shall not be construed as affecting the employee's pension benefits. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall the payments be included in establishing pension benefits or payments.
3. Terminal Leave Compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.
4. An employee shall receive Terminal Leave Compensation only once during his/her lifetime.

ARTICLE 25

FUNERAL LEAVE

1. DEFINITIONS:
 - a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's grandparent.
 - b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. For purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City as provided under Chapter 111 of the Milwaukee Code of Ordinances. For purposes of this Article only include spouse's siblings' spouse in the definition of brother-in-law and sister-in-law.
2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three work days with pay; these work days shall be

contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.

3. In the case of a death of the employee's grandparent the employee shall be granted a leave of absence not to exceed one work day with pay; this work day shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.
4. The Employee Relations Director is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.
5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 26

PENSION BENEFITS

1. Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. These pension benefits shall continue unchanged during the term of this Agreement except for the following changes enumerated below:
Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007.
2. Employees hired on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.
3. Employees who retire during calendar year 2010 or 2011 from active service on a normal

service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.

4. Employees who during calendar year 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010. This provision shall expire December 31, 2010.

ARTICLE 27

HEALTH INSURANCE

1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2007-2009 City/Union Agreement, which included the following changes in benefits:

- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other

procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.

- (2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders, shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension to such maximum of no more than 30 additional days during the calendar year may be allowable where such extension is medically justifiable. All other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall remain unchanged.
- (3) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility or a physician's office, that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged, except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic

Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be 80% of two thousand (\$2,000) dollars of charges.

- (4) An employee's Basic Plan benefits shall terminate on the last day of the calendar month in which the employee separates from active service.
- (5) 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, substance abuse, and home health care services. The program is an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Administrator 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 Administrator for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible

for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (6) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- (7) Transplant Benefits
 - (a) Medically necessary human to human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review/Case Management program set forth in subsection 27.1.a.(5) 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.
- (8) Effective January 1, 2002, the Major Medical Lifetime maximum shall be increased from \$250,000 to \$500,000.

b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in subsection 27.1.b.(2)., hereunder, 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. Except as provided in subsection 27.1.b.(3)., hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.
- (2) The City may offer to employees an Exclusive Provider Organization

(EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall, at a minimum, use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.

- (3) Employees shall be responsible for the following co-payments:
- (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 27.1.b.(3)(b) and (c), hereunder.
 - (b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
 - (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
 - (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
 - (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:

- i. Tier 1 co-payment equal to \$5.00;
- ii. Tier 2 co-payment equal to \$17.00;
- iii. Tier 3 co-payment equal to \$25.00;
- iv. Legend Drugs co-payment equal to \$5.00;
- v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

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 Prepaid Dental Plans.

d. Prepaid Dental Plans (PDP)

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

e. Cost Containment Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 27.1.a. through 27.1.d..
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost

containment measure it deems necessary.

- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following the execution of this Agreement.
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended herto as Appendix A.

2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than 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.
- b. An employee shall not be eligible for the benefits provided in subsection 27.1, above, 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 subsections 27.1.c. or 27.1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to Dental Plan benefits.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 27.1.a. or 27.1.b., for the term of this Agreement.
- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 27.1.a. or 27.1.b.,

during the term of this Agreement, so long as he/she is at least 60 and less than age 65. Thereafter such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 27.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.

- f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 27.1.a. and 27.1.b. during the term of this Agreement. Between the ages of 55 and 65 such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 27.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- g. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of

creditable service, which may include the Bonus Year, to the benefits referenced in subsection 27.2.e, subject to the provisions of that section, or the employee has at least 30 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 27.2.f, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 27.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 27.2.e or f and shall be subject to the cost of coverage provisions under Article 27.3.c.(1) or (2).

- h. Registered domestic partners of eligible City employees, if registered as such by the City as provided under Chapter 111 of the Milwaukee Code of Ordinances shall be eligible to be covered under the employee's health and dental insurance. An employee who elects such coverage for his or her domestic partner must be enrolled in the same plan.

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

a. Employees in Active Service

(1) For Employees Enrolled in the Basic Plan for calendar years 2010 and 2011.

- (a) Except as provided in subsection 27.5., below, prior to the implementation of a Health Risk Assessment (HRA), 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) Except as provided in subsections 27.5 and 27.6, below, effective

the first full calendar month following implementation of the annual HRA- for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment when an employee's enrollment status is family.
- ii. The employee contributions shall also increase \$20.00 per month over the amounts specified in subsection 27.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
- iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be \$75.00 per month for single enrollment when an employee's enrollment status is single and \$150.00 per month for family enrollment when an 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 above-stated amounts shall be paid by the City.

(2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.

- (a) Except as provided in subsection 27.5. and 27.3.a.(2)(b), below, for employees enrolled in a HMO during calendar years 2010 and 2011

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 enrollment in the HMO offered by the City, when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 27.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. 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.

- (b) Except as provided in subsection 27.5, below, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
- (c) Except as provided in subsection 27.5 and 27.6, below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:
 - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
 - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in

27.3.a(2)(c)i, above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

- iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.
 - (d) In addition to the amounts specified in subsection 27.3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.
 - (e) The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis.
- (3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.
- (4) An employee who exhausts his/her sick leave during the term of this Agreement and who has completed at least 12 months of active service 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. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsection 27.3.a., above. The provisions of this subsection shall not cover retirees (including disability retirements). After the initial six (6) month period, an employee must be physically back at work for three (3) work days before being eligible for an additional six (6) month coverage period.

b. Duty Disability

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 27.3.a. of this Article, above.

c. Employees Who Retire Between January 1, 2010, and December 31, 2011

- (1) Except as noted below, eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered

by the City, the foregoing \$60 employee contribution shall be waived.

- (2) Except as noted below, for eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 27.1.a. or 27.1.b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 27.1.a. or 27.1.b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the

monthly subscriber cost of single enrollment for retirees in the Basic Plan.

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

- (4) Surviving Spouse

The provisions of subsection 27.3.c.(1) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 27.2.e. or 27.2.f. of this Article.

4. Cost of Coverage -- Dental Plan

In calendar years 2010 and 2011, 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 elected. 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. A limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall contribute the following toward meeting the subscriber cost in the Plan elected:

- (a) An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection 27.3.a.(1) above; or
- (b) An employee enrolled in an HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection 273.a.(2) above; or
- (c) An employee enrolled in an HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided

under subsection 273.a.(2), above.

6. Effective the first full calendar month following implementation of the annual HRA in addition to the employee contribution specified in subsections 27.3.a.(1) and (2), above, a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 27.5, above.

7. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 27.1., 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, the 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 subsections 27.3., 27.4., 27.5., and 27.6 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 subsections 27.3., 27.4., 27.5., and 27.6 of this Article, if the provision was not in effect.

8. 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 subsection 27.1. of this Article, 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. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when eligible to receive health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
 - d. City health insurance cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.
 - e. After the 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%.
 - f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 27.3.c. of this Article towards the cost of coverage for the City's Medicare Supplemental Plan.
 - g. When a member of the employee's family, as the term "family is defined in the provisions of the Plans defined in subsections 27.1.a. or 27.1.b., is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.
 - h. If more than one City retiree is a member of the same family, as the term, "family," is defined in the provisions of the Plans defined in subsections 27.1.a. or 27.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.
9. Employees on Leave of Absence, Layoff or Suspension
- An employee in active service may elect to be covered by the benefits in subsections 27.1.a. or 27.1.b, 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 rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first twelve (12) months of an employee's authorized leave of absence.

10. 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 subsection 27.1, 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).

11. An employee shall have a 270-day waiting period for a pre-existing condition for the benefits provided in subsection 27.1.a, above.

12. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2010 through December 31, 2011.

ARTICLE 28

LIFE INSURANCE

1. Eligibility For Benefits

- a. An employee's eligibility for election and maintenance of the Life Insurance benefits hereinafter provided shall be as set forth in either the contract between the City and any insurance carrier or administrator providing the benefits or directly by the City if the City elects to provide these benefits on a self-insured basis.
- b. 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.
- c. Half-time employees who are employed at least 20 hours per week for 365 consecutive calendar days shall become eligible for Life Insurance on a prorata basis.

2. Election of Benefits

- a. The terms and conditions for election of Life Insurance benefits by any eligible employee shall be as prescribed by the City or by the contract between the City

and any insurance carrier or administrator providing the benefits hereunder, as appropriate.

- b. 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 revoke such waiver and 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.

3. Amount of Life Insurance Benefits

- a. During the term of this Agreement, the City shall provide an eligible employee, as defined in the life insurance contract, with group life insurance benefits so long as the employee elects the coverage and remains in active service as follows:

- (1) Employees under age sixty-five (65) shall be eligible to elect and maintain life insurance coverage in an amount equivalent to their annual base salary rates, rounded to the next higher thousand dollars, so long as they remain in active service and are under age sixty-five (65). Upon attaining age sixty-five (65), the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday.

- (2) Optional Coverage. No later than 30 days prior to a date established by the City, an employee in active service or who after that date retires on disability and is under the age of 65 and is eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance following the execution date of this Agreement, at his/her option in increments of \$1,000

to a maximum of either one and one-half times (1.5 times) his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater. This coverage shall be made available to employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment. Upon attaining age sixty-five (65), the amount of life insurance coverage for which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary.

- b. The amount of life insurance benefits to which an employee is entitled shall be adjusted semi-annually as of Pay Periods 1 and 15 respectively, and made effective on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. The term, "annual Base Salary Rate," as used herein, shall be defined as an amount equivalent to the employee's biweekly base salary, as his/her biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, multiplied by 26.07143.

4. Cost of Life Insurance Benefits

Except for half-time employees eligible for the life insurance coverage described under section 1, above, eligible employees who elect such coverage, shall pay the following amount to the City for calendar years 2010 through 2011: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$35,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. Half-time employees eligible for the life insurance coverage described under section 1, above, who elect such coverage, shall pay the following amount to the City for the calendar years

2010 through 2011: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$18,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for life insurance benefits.

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance benefits must elect, at minimum, an amount equal to his or her base salary.
- b. The life insurance benefits provided hereunder shall only cover employees while they are in active service. 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, and shall not be subject to the grievance and arbitration provisions of this Agreement.

6. Right of City to Change Carrier

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

ARTICLE 29

TUITION 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. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of subsection 1., above, and meets the criteria specified under subsections 3. and 4., below, the City shall provide the employee reimbursement of

tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$1,200 per year in calendar years 2010 and 2011. The City shall also provide the employee reimbursement up to \$125 of the above maximum reimbursement for approved professional fees.

3. In order for the employee's courses of study to qualify for reimbursement under subsection 2., above, the following criteria must be satisfied:
 - a. All course work and related homework must be done on the employee's own time, except that coursework approved to be on City time by both the employee's Department Head and Employee Relations Director may be on City time.
 - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position or to a reasonable promotional opportunity and be approved by a City-designated administrator.
 - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
 - d. Short courses (less than three weeks' duration) that are approved by management may be taken. Such courses include directly job-related short courses, workshops or other institutes of less than three weeks.
 - e. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and all receipts for tuition and required textbooks must be submitted within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.
 - f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
 - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade

point average required for a degree, diploma, or certificate; or

- (2) When grades are not given or the course of study taken is a non-credit one then the employee must present to aforesaid City-designated administrator within the time limit above described a written statement from the course's instructor that the employee has satisfactorily completed the course of study.
4. An employee must remain in service for a six-month period after the successful completion date of the approved course or the amount reimbursed will be deducted from the employee's final paycheck.
5. Payment of reimbursement described under subsection 2., above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet all criteria in 3., above, payment will be deducted from the employee's paycheck.
6. 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.
7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 30

EDUCATIONAL DAY

Employees represented by the Union shall be eligible for an Educational Day with pay provided the following criteria is met:

1. Must be employed for a one-year period of time.
2. Must plan to continue employment. If plans are to leave employment within the next 30 days, the educational day will not be granted.
3. Must request educational day with pay at least one week in advance.

4. Coverage for assignment must be available.
5. An educational day must relate to the job area of responsibility. Conventions are usually not considered as institutes unless a specific educational course is provided as part of the convention.
6. Requests should be submitted to the Director or Chief and the announcement or flyer relating to the institute should be attached. Supervisors will indicate on request form if employee meets these guidelines.
7. Full-time technologists are given up to 8 hours with pay per calendar year. If institute extends beyond one day, a vacation or personal day will have to be used for the second day, etc.

ARTICLE 31

MISCELLANEOUS

A \$2.70 per day travel allowance shall be authorized for a laboratory employee represented by the Union who is regularly assigned to the Health Department laboratory located in the Municipal Building and who is reassigned during part of his/her workday to use their personal vehicle or take the bus to perform laboratory work at the Keenan Health Center.

ARTICLE 32

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 Union to discuss those steps that may be taken in individual cases. In those discussions, the parties will respect the confidentiality of the disabled person as required by the Act.

ARTICLE 33

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

A joint City-Union Early Intervention Program shall be established in accordance with the June 7, 1993, Agreement between the City and the Union.

ARTICLE 34

BUS DISCOUNT FARE PROGRAM

The City's Bus Discount Fare Program for non-management, non-represented employees shall be extended to employees represented by the Union. The Program shall be established and administered by the Department of Employee Relations.

ARTICLE 35

LONG TERM DISABILITY PROGRAM

1. The City will continue a Long-Term Disability ("LTD") Benefit Program.
2. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. LTD benefits will begin only after all other temporary disability benefits, such as accumulated sick leave, have been exhausted.
3. During a qualifying period of disability, the LTD benefit program will provide no less than 60% of monthly base earnings (excluding bonuses and overtime) as income replacement, up to a maximum of \$5,000.00 per month, reduced by all available temporary disability benefits such as sick leave benefits; amounts available from any other city, state or federal programs which may be paid on account of the same disability; and any income earned by the employee during the period of disability.
4. Benefits payable under the LTD benefit program shall be established by an LTD benefit administrator selected by the City. The LTD benefit administrator shall provide a procedure for an employee to dispute claims and claim decisions. No dispute arising under the LTD benefit program shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the City has failed to pay required payments to the LTD benefit administrator.
5. The City shall retain the right to manage, at its sole discretion, the administration and

funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

ARTICLE 36

PART-TIME EMPLOYEES

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

- Vacations
- Holidays
- Sick Leave
- Funeral Leave
- Sick Leave Incentive Program
- Jury Duty
- Tuition and Textbook Reimbursement
- Educational Days

Eligibility for the above benefits shall be confined to periods of active service.

ARTICLE 37

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 and these provisions shall be applied in such a manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to the Common Council.
2. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on the date this agreement is approved by the Common Council.

ARTICLE 38

WAIVER OF NEGOTIATIONS

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the parties agree that the understandings and agreements arrived at and set forth in the Agreement are the result of the exercise of that right and opportunity. Each, therefore, waives the right and each agrees that the other shall not be obligated to bargain collectively on any subject or matter referred to or covered in this Agreement or with respect to any subject not specifically referred to or covered in this Agreement during the term thereof even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Past practices, whether known or unknown to the parties, are negated by the execution of this Agreement whether such alleged past practices are oral or written.
2. The term and conditions set forth in this Agreement can only be modified during its term by written consent of both parties.

ARTICLE 39

SAVINGS CLAUSE

If any article or section of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

ARTICLE 40

ENTIRE AGREEMENT

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

Dated at Milwaukee, Wisconsin, this _____ day of _____, 2009.

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

THE ASSOCIATION
OF SCIENTIFIC PERSONNEL

CITY OF MILWAUKEE
A Municipal Corporation

BY:

BY:

David Bina
President

Maria L. Monteagudo
Director of Employee Relations

Jean Wojnar
Vice President

Troy M. Hamblin
City Labor Negotiator

Elizabeth Zembrowski
Bargaining Team Member

Nicole M. Fleck
Staff Representative

FOR THE CITY:

Tom Barrett, Mayor

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

Ronald D. Leonhardt, City Clerk

W. Martin Morics, Comptroller

Michael Murphy, Alderman
Chairman, Finance and Personnel
Committee

SIGNATURES

10-11 Labor Contract

labr/scipers/2007-2009/07-09; 10-11 Implementation

APPENDIX A

WELLNESS AND PREVENTION

A Wellness and Prevention Program and a Wellness and Prevention Committee shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees and their family members. The Wellness and Prevention Program shall include an annual Health Risk Assessment (HRA) and may contain, but shall not be limited to, some or all of the following components: benefit communication, medical self-care, nurse line, consumer health education, injury prevention, advanced directives, preventive medical benefits, targeted at-risk intervention, high-risk intervention, disease management, condition management, wellness incentive or other components agreed upon by the City and the unions.

The City shall retain a consultant to assist in developing a plan for a comprehensive wellness and prevention program for the City and to assist in making program adjustments.

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. Two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA and one member of the nine union members will be from Local 215 as determined by Local 215. The City has agreed that one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group. The City agrees that no other Union except DC48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the

Committee will be allowed to officially make decisions and/or vote if necessary.

Decisions of the Committee shall be by consensus. Consensus shall be reached when ten Committee members agree. The Committee shall make no decisions that require employees to pay additional out-of-pocket costs unless they are ratified by every City bargaining unit. However, the Committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket monthly expense or provide some other type of benefit without ratification by the bargaining units. No decision made by the Committee or failure to make a decision shall be subject to any aspect of the various grievance procedures, complaint procedures, court action or any other type of dispute resolution mechanism.

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The Committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

All parties involved with the HRA shall abide by all laws governing the release of employee medical records.

MEMORANDUM OF UNDERSTANDING
 Between
 THE ASSOCIATION OF SCIENTIFIC PERSONNEL
 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, 2010, and expiring December 31, 2011. The negotiating committee for the Association of Scientific Personnel (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of the Association of Scientific Personnel that their 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: _____

Representatives of the Association of Scientific Personnel	City of Milwaukee Negotiating Team

Dated at Milwaukee, Wisconsin, this 17th day of December, 2009.

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

THE ASSOCIATION
OF SCIENTIFIC PERSONNEL

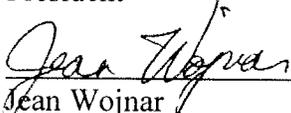
CITY OF MILWAUKEE
A Municipal Corporation

BY:

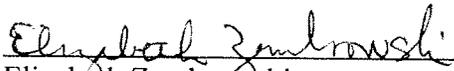


David Bina

President

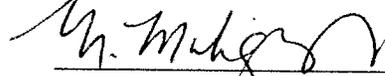


Jean Wojnar
Vice President

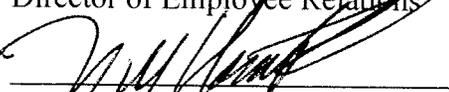


Elizabeth Zembrowski
Bargaining Team Member

BY:



Maria L. Monteagudo
Director of Employee Relations

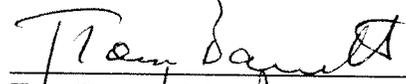


Troy M. Hamblin
City Labor Negotiator

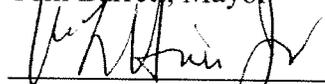


Nicole M. Fleck
Staff Representative

FOR THE CITY:



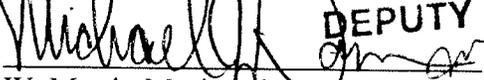
Tom Barrett, Mayor



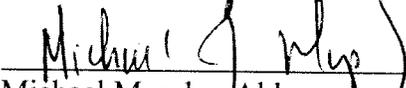
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