

**AGREEMENT**  
**Between**  
**CITY OF MILWAUKEE**  
**and**  
**INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS AND AEROSPACE WORKERS**  
**DISTRICT NO. 10, AFL-CIO**

**Effective January 1, 2010 Through December 31, 2011**

AGREEMENT  
Between  
CITY OF MILWAUKEE  
and  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
DISTRICT NO. 10, AFL-CIO

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AGREEMENT  
Between  
CITY OF MILWAUKEE  
and  
INTERNATIONAL ASSOCIATION OF  
MACHINIST AND AEROSPACE WORKERS DISTRICT NO. 10, AFL-CIO  
Effective January 1, Through December 31, 2011

**PREAMBLE**

1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 10, AFL-CIO, hereinafter referred to as "Union," as the representative of certain non-supervisory employees who are employed by the City of Milwaukee in the Bureau of Construction and Maintenance of the Fire Department.
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this

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

5. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any agency or department of City government which is now expressly provided for respectively either by State Statutes or Charter Ordinances of the City of Milwaukee except as expressly limited herein.

## **ARTICLE 1**

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

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2010, and ending at 12:01 a.m. on January 1, 2012. This Agreement will terminate on January 1, 2012 unless the parties hereto both agree to extend it beyond that date.
2. 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 provision of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours, or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement; provided, however, this subsection is subject to the AID TO CONSTRUCTION provision of this Agreement.

## **ARTICLE 2**

### **RECOGNITION**

1. The Union is recognized as the exclusive bargaining agent for employees employed in the Bureau of Construction and Maintenance of the Milwaukee Fire Department in

active service and in the following position classifications:

Fire Equipment Mechanic

Fire Equipment Machinist

Fire Equipment Compressed Air Technician

Fire Equipment Welder

Fire Building and Equipment Maintenance Specialist

Fire Equipment Repairer II

Fire Equipment Repairer I

Fire Mechanic Helper

Fire Stores Clerk

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 this Article 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 this Agreement between the Union and the City.
5. In the event existing classifications not now covered by this Agreement are included

within the bargaining unit during the term of this Agreement, then employees in or appointed to positions within such classifications shall be covered by this Agreement provided the parties so agree.

### **ARTICLE 3**

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

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

### **ARTICLE 4**

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

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

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

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

employees within the Fire Department.

- g. Except as otherwise specifically provided in this Agreement, the City, the Chief Engineer, Fire, and the Fire and Police Commission shall retain all rights and authority to which, by law, they are entitled.
  - h. The City shall have exclusive authority to transfer any or all of the operations of the Milwaukee Fire Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the Union.
  - i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments. The City agrees that in the event of consolidation of two or more departments, it shall notify the Union 90 calendar days in advance of that event and discuss the consolidation with the Union.
  - j. The Chief Engineer, Fire, shall have the authority, without prior negotiations, to consolidate operations within the Department or to reorganize within the Department.
  - k. The right of contracting or subcontracting is vested in the City.
3. The Union pledges cooperation in increasing the efficiency and effectiveness of the Fire Department.

## **ARTICLE 6**

### **PROBATIONARY EMPLOYEES**

- 1. While on probation, employees shall not be entitled to file grievances over matters involving their probationary status. Probationary employees shall not be entitled to file grievances over matters of departmental discipline, including discipline involving matters of employee discharge or termination.
- 2. The duration of employee probationary periods shall be one (1) year of active service. The probationary period of employees who transfer from positions in a department other than the Fire Department to a position represented by the Union shall be six (6) months of active service.

## **ARTICLE 7**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### I. GRIEVANCE PROCEDURE

##### A. GRIEVANCES

1. Subject to the provisions of Article 6, of this Agreement, entitled, PROBATIONARY EMPLOYEES, and except as provided otherwise herein, only differences involving the interpretation, application or enforcement of the provisions of this Agreement not inconsistent with Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, shall constitute a grievance under the provisions set forth below.
2. The Articles of this Agreement entitled: MANAGEMENT RIGHTS and SUBORDINATE TO LEGISLATIVE AUTHORITY, are intended to recognize the rights of the City and the Chief Engineer, Fire, and their responsibilities to the public. These Articles do not grant to the Union or its members any rights that may provide the basis for a grievance under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE.
3. Obligations of the City under Chapter 65, Wisconsin Statutes, shall not constitute a grievance under the provisions aforementioned.
4. Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration, shall not constitute a grievance under the provisions above-mentioned.
5. Matters involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions.

6. All grievances and grievance appeals shall set forth the provisions of the Agreement under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee (hereinafter referred to as "member") within the time limit specified, shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.
7. Grievances concerning life insurance or health insurance benefits, other than claims, shall be initiated at Step 4 of the Grievance Procedure and be reviewed by the City Labor Negotiator.
8. Matters appealable to the Fire and Police Commission (FPC) shall not constitute a grievance under the provisions above-mentioned. For matters filed on and after the execution date of the 2010-2011 Agreement, matters appealable to the FPC may, at the Union's option, either be appealed to the FPC or submitted to the grievance procedure including arbitration. If the matter is submitted to the grievance procedure and including arbitration, the matter may not be appealed to the FPC.

B. STEPS IN THE GRIEVANCE PROCEDURE

Step 1:

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his/her Union designated representative. The Union designated representative shall meet with the grievant; and if the grievant so desires and the Union designated representative so determines, the Union designated representative shall present the written grievance to the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department within ten (10) calendar

days of the occurrence of the incident leading to the grievance. Thereafter, the grievant, his/her Union designated representative, and the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department shall meet and discuss the grievance and shall make every effort to resolve the grievance. Following said meeting, the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department shall answer the grievance in writing, setting forth the reasons for his decision and submit same to the Union designated representative and the aggrieved within ten (10) calendar days of receipt of the written grievance.

Step 2:

If the grievance is not resolved in Step 1 above, the Union Grievance Committee Chairman may, within ten (10) calendar days of the receipt of the decision of the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department, appeal said decision to a Board of Investigation of not more than three designated by the Chief Engineer, Fire. Said appeal shall be in writing and shall be submitted to the individual in the Fire Department Administration designated by the Chief Engineer, Fire, and therein a request shall be made for a meeting with said Board of Investigation to consider the decision of the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department. The Board of Investigation and the Union Grievance Committee Chairman shall meet at a mutually agreeable time within twenty (20) calendar days of receipt of said written appeal to the Board of Investigation. The grievant shall be entitled to be present at such appeal meeting and shall have the right to be represented by the Union Grievance Committee Chairman and the parties shall discuss the Deputy Chief's decision in good faith and attempt to resolve the matter. Within fifteen (15) days of said meeting, the Board of Investigation shall, in writing, advise the Union Grievance Committee Chairman and the grievant of its determination with respect to the grievance,

setting forth the reasons for its decision.

Step 3:

If the grievance is not resolved in Step 2 above, the Chairman of the Union Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Board of Investigation, appeal the grievance to the Chief Engineer, Fire. Such appeal shall be in writing; and therein a request should be made for a meeting with the Chief Engineer, Fire, the grievant, and the Chairman of the Union Grievance Committee. At the meeting, to be held at a mutually agreeable time within twenty (20) calendar days of receipt of said written appeal to the Chief Engineer, Fire, the parties shall discuss the grievance and the various answers and decisions in good faith in an attempt to resolve the grievance. Within fifteen (15) calendar days of such meeting, unless the time period is mutually extended by the parties, the Chief Engineer, Fire, shall in writing advise the Chairman of the Union Grievance Committee and the grievant as to the Chief's decision with respect to the grievance.

Step 4:

If the grievance does not involve a matter of Departmental discipline and is not resolved in Step 3, above, the Chairman of the Union Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Chief Engineer, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairman of the Union Grievance Committee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within twenty-five (25) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually

extended by the parties, the City Labor Negotiator, shall, in writing, advise the Chairman of the Union Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If a Union grievance is not settled at the fourth step, the Union may proceed to final and binding arbitration as hereinafter provided.

## II. GRIEVANCE ARBITRATION

- A. Final and binding arbitration may be initiated by serving upon the employer a notice in writing of an intent to proceed to final and binding arbitration within fifteen (15) calendar days of receipt of the third step answer. Said notice shall identify the grievance and the employee(s) involved.
- B. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties, by their respective attorneys, shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.
- C. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate to the dispute. Statements of positions may be made by the parties, and witnesses may be called.
- D. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue

not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

- F. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- G. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- H. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- I. The arbitrator shall submit in writing his/her award to the parties.

## **ARTICLE 8**

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

1. The Union pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. During the term of this Agreement, or any extension thereof, the Union and/or its members, individually or in concert, shall not: strike, participate in a sympathy strike, participate in a wildcat strike, engage in a work speedup or slowdown, engage in mass use of sick leave, disrupt, impede or otherwise impair any function of the City and Fire Department.
2. During the term of this Agreement or any extension thereof, whenever the City Labor

Negotiator determines that the Union or any of its members are violating the obligations set forth in subsection 1 of the Article, above, the City Labor Negotiator shall notify the Union that a prohibited action is in progress.

3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, in accordance with subsection 2 of this Article, above, the Union shall, within two hours of such notification, disavow the prohibited activity, order its member or members in writing to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity.
4. If the Union disavows the prohibited activity, the City shall not hold the Union financially responsible and the Union shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants.
5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).
6. There shall be no lockout by the City during the term of this Agreement.

## **ARTICLE 9**

### **DEFINITIONS**

1. "Active Service"

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

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in

active service, including active service while on the City payroll as a paid full-time employee (averaging 40 or more hours per week) prior to the execution date of this Agreement.

3. "Employees Covered By This Agreement"

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

- Fire Equipment Mechanic
- Fire Equipment Machinist
- Fire Equipment Compressed Air Technician
- Fire Equipment Welder
- Fire Building and Equipment Maintenance Specialist
- Fire Equipment Repairer II
- Fire Equipment Repairer I
- Fire Mechanic Helper
- Fire Stores Clerk

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

**ARTICLE 10**

**BASE SALARY**

1. During the term of the Agreement the rates of pay shall be those that became effective Pay Period 14, 2009:

a. FIRE MECHANIC HELPER <sup>1/</sup>

- Step 1. \$1,327.22
- Step 2. \$1,403.89
- Step 3. \$1,500.75
- Step 4. \$1,538.05
- Step 5. \$1,592.69

b. FIRE STORES CLERK

- Step 1. \$1,307.46
- Step 2. \$1,384.67
- Step 3. \$1,481.49

Step 4. \$1,518.65

Step 5. \$1,671.26

c. FIRE EQUIPMENT REPAIRER I <sup>2/</sup>

Step 1. \$1,399.95

Step 2. \$1,478.92

Step 3. \$1,579.67

Step 4. \$1,616.78

Step 5. \$1,658.46

Step 6. \$1,723.85

d. FIRE EQUIPMENT REPAIRER II <sup>3/</sup>

Step 1. \$1,541.85

Step 2. \$1,636.37

Step 3. \$1,750.81

Step 4. \$1,807.76

Step 5. \$1,885.44

e. FIRE EQUIPMENT MACHINIST  
FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN  
FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,567.26

Step 2. \$1,662.85

Step 3. \$1,779.16

Step 4. \$1,838.82

Step 5. \$1,903.35

Step 6. \$1,933.72

f. FIRE EQUIPMENT MECHANIC <sup>4/ 5/</sup>  
FIRE EQUIPMENT WELDER <sup>4/ 5/</sup>

Step 1. \$1,567.26

Step 2. \$1,662.85

Step 3. \$1,779.16

Step 4. \$1,838.82

Step 5. \$1,903.35

Step 6. \$1,952.78

<sup>1/</sup> An employee occupying this position classification on January 1, 1988, shall be eligible to attain step 5 of this pay range. An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

- <sup>2/</sup> An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.
- <sup>3/</sup> Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in 3 and 4, below. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in 3 and 4, below. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.
- <sup>4/</sup> Employees occupying the classification of Fire Equipment Mechanic on June 1, 1989, may attain the sixth step of this Pay Range through the process described in 3 and 4, below. Any other individual entering this classification after June 1, 1989, shall not be eligible to attain the sixth step of this Pay Range unless he/she maintains the appropriate current ASE certifications.
- <sup>5/</sup> Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective the pay period following execution of the 2004-2006 Agreement, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.
2. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification. Employees hired for employment during the term of this Agreement shall be paid at the

- lowest numbered pay step of the classification for which they are employed.
3. Employees completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of their classification. During the term of the 2010-2011 Agreement, there shall be no pay step advancement. The no pay step advancement 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 provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period the employee's biweekly base salary shall be reduced by an amount equivalent to one-eightieth (1/80) of his/her biweekly base salary for each hour or fraction thereof to the nearest 0.1 of an hour during which work is not performed.
  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 the changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.
  7. Employees occupying the positions of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, Pay Range 734, shall be eligible to receive for all hours of active service an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT) Fire Apparatus Technician Level I, Level II, and Master Level III certifications. It is understood that each EVT certification level requires the attainment and maintenance of specific ASE certifications. Payment of the additional fifteen cents per hour shall commence the pay period following the City's receipt of documentation of an employee's having obtained an EVT certification level. EVT certification levels must be obtained in the following order:

- a. EVT Fire Apparatus Level I Certification: The City shall pay an additional twenty-five cents per hour of active service so long as this certification is maintained.
  - b. EVT Fire Apparatus Level II Certification: The City shall pay an additional fifty cents per hour of active service so long as this certification is maintained.
  - c. EVT Fire Apparatus Master Level III Certification: The City shall pay an additional seventy-five cents per hour of active service so long as this certification is maintained.
  - d. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who attain and maintain an EVT Level I, an EVT Level II or an EVT Master Level III certification.
  - e. The Fire Department shall reimburse employees for the cost of each successfully completed ASE or EVT examination, including registration fee, which is needed to obtain or maintain the EVT Level I, EVT Level II or EVT Master Level III Certifications. Reimbursement shall be made as soon as administratively practicable after employees submit copies of their certification and payment receipt to the department. “Eligible employees” are employees in the classification of Fire Equipment Mechanic or effective Pay Period 1, 2008, Fire Equipment Welder, who have advanced to Step 6 of Pay Range 734.
8. 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.

9. Within sixty days of the execution of the 2010-2011 Agreement, all employees shall be on direct deposit of paychecks.

## **ARTICLE 11**

### **HOURS OF WORK**

1. The normal workday 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 workday shall conform with the established hours of business. This provision shall not 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 defined in the OVERTIME Article of this Agreement as long as any change in an employees work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in 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 their work schedule not less than 48 hours before the start of the change 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 periods 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 worked per day, per week or for any other period of time except as may be specifically provided.

## **ARTICLE 12**

### **OVERTIME**

1. Emergency Recall Pay Overtime
  - a. An employee who is recalled to duty by the Chief Engineer, Fire, from off-duty status on a day other than a Sunday or holiday because of an emergency situation shall be compensated in cash or compensatory time off at a rate of one and one-half times the employee's base salary.
  - b. An employee who is recalled to duty by the Chief Engineer, Fire, from off-duty status on a Sunday or holiday because of an emergency situation shall be compensated in cash or compensatory time off at a rate of one and three quarters times the employee's base salary. An employee on watch duty who is ordered by the Chief Engineer, Fire, to remain on duty from Saturday into Sunday or from the day prior to a holiday into the holiday shall be compensated at the rate of one and three quarters times the employee's salary for hours worked on the Sunday or holiday but shall not be eligible for compensation under the WATCH PAY provision of this Agreement for the period of time he/she is compensated at the one and three quarters base salary rate.
  - c. A Sunday or holiday shall begin at 12:01 a.m. of the day and end at 12 midnight. A holiday is defined by the HOLIDAYS provision of this Agreement.
  - d. An employee may request compensatory time off in lieu of cash. The Chief Engineer, Fire, shall determine whether such request shall be granted.
  - e. Such pay will be provided beginning at the time the employee reports for duty and ending at the time the employee is released from duty and only while the employee is performing recall assignments.
  - f. A minimum of three (3) hours' overtime pay shall be guaranteed for each such occasion of emergency recall.
2. Other Overtime

"Overtime" means authorized work performed outside the regularly scheduled eight (8) hour shift or in excess of the regularly scheduled 40 hour week as defined in the HOURS OF WORK Article of this Agreement, that is not covered by subsection 1., above. Said overtime shall be compensated in cash or compensatory time off at a rate of 1.5X the employee's base salary. The Chief Engineer, Fire, shall determine whether such compensation shall be in cash or compensatory time off and shall further determine the scheduling of such earned compensatory time off.

3. Whenever the Fair Labor Standards Act (FLSA) requires the City to compensate overtime performed by an employee at a rate of time and one-half (1.5X) his/her base salary rate, the City shall comply with this requirement and compensate such work at a rate of time and one-half (1.5X) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement. Resolution of disputes involving application, interpretation or enforcement of Fair Labor Standards Act provisions applicable to employees covered by this Agreement shall be solely and exclusively reserved to the U. S. Department of Labor and the courts designated by the FLSA for review thereof.
4. The hourly pay used in the computation of overtime shall be based on one-eightieth (1/80) of the employee's biweekly base salary.
5. 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 any computation establishing pension benefits or payments or any other fringe benefits or payments.
6. Application of the provisions enumerated herein shall not involve pyramiding of the compensation described herein.
7. All overtime shall be at the option of the Chief Engineer, Fire. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

## **ARTICLE 13**

### **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. Except for the following changes enumerated below, these pension benefits shall continue unchanged during the term of this Agreement:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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 at the end of December 31, 2010.

## **ARTICLE 14**

### **LIFE INSURANCE**

1. Amount of Life Insurance Coverage
  - a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary to the next higher thousand dollars of earnings.
  - b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective January 1, 1994, at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.
  - c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day

immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16-2/3% on his/her Seventieth (70th) birthday.

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

## 2. Adjustment of Coverage

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

## 3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided in subsections 3.b. through 3.f. of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1., above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance

coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

- d. An employee shall become entitled to the life insurance coverage provided in subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.
- f. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02 (8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1 of this Article, above, who elect such coverage, shall pay to the City an amount equal to \$.21 per month for each \$1,000 of coverage in excess of \$30,000. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described in Subsection 1. of this Article, above.

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under subsection 1., above.

- b. Life insurance benefits payable under any State or Federal law to the beneficiary of an employee as a result of the employee's employment with the City shall operate to reduce benefits payable under the terms of this Article by an amount equivalent to such State or Federal benefits.
  - c. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
  - d. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.
6. Right of City to Change Carrier
- It shall be the right of the City to select and, from time to time, to change the carrier(s) that provide the benefits set forth above. The City shall, at its sole option, have the right to provide these life insurance benefits on a self-insured basis.

## **ARTICLE 15**

### **HEALTH INSURANCE**

- 1. Benefits
  - a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the benefits provided in the 2007-2009 City/Union Agreement, except for the following changes in these benefits:

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

determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.

- (2) A Utilization Review Case Management Program shall cover all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program is an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Any elective procedure not submitted to the UR/CM program shall not be covered by these benefits. The UR/CM program administrator 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, the UR/CM program will inform the employee of its determination in respect to approval or denial of the procedure.
- (3) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.

- (4) 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 Pre-Admission Review program set forth in subsection 1.a.(2) of this Article, above.
- (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.
- (5) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility or a physician's office, that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged, except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased from 80% of one thousand (\$1,000) dollars of charges to 80% of two thousand dollars (\$2,000) of

charges.

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

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in subsection 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 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 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 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) Effective the first full month following the execution date of this Agreement, employees shall make 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 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 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 a prepaid dental plan.

d. Prepaid Dental Plans

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. Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 1.a. through 1.d. of this Article.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.
- (5) An employee's health/dental insurance benefits shall terminate on the last day of the calendar month in which the employee is removed from the payroll except if continued benefits are provided in this Article or by the City, unless the employee does not accept the continued benefit.

f. 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 execution of this Agreement.

g. Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix B

2. Eligibility for Benefits

a. An employee in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-

time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option so long as he/she remains in active service.

- b. An employee shall not be eligible for the benefits provided in subsection 1., of this Article, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 1.c. or 1.d. of this Article so long as he/she remains in active service. An individual not in active service shall not be entitled to participate in the Dental Plan.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement, as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in subsections 1.a. or 1.b. of this Article for the term of this Agreement so long as he/she continues to receive such duty disability retirement allowance.
- 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 1.a. or 1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. Thereafter, such individuals 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 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 1.a. and 1.b. during the term of this Agreement. 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 he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- g. Registered domestic partners of eligible City employees, if registered as such by the City Clerk 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 coverage for his or her domestic partner must be enrolled in the same plan.
- h. 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 15.2.e or f, subject to the provisions of those sections

and shall be subject to the cost of coverage provisions under Article 15.3.c.

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 15.2.e or f and shall be subject to the cost of coverage provisions under Article 15.3.c.

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

a. Employees in Active Service

(1) Employees Enrolled in the Basic Plan during Calendar Years 2010 and 2011.

(a) For Employees Enrolled in the Basic Plan

Except as provided in subsection 5., below, prior to 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 paycheck 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 subsection 5 and 6 below, effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, 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 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 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 of the above-stated amounts shall be paid by the City.

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

- (a) Except as provided in section 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.
- (b) Except as provided in section 5, below, effective the first full

calendar month following Implementation of the annual HRA but not sooner than December 1, 2009, 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 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.
- (c) In addition to the amounts specified in subsections 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.

(d) 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 his/her 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 shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2010 and 2011 the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 3.a. of this Article, above. An employee who returns from an unpaid leave during which he or she received health insurance benefits under this subsection ( 3.a.(4) ), must physically be at work for at least 8 hours in order to be eligible for another six months of health insurance benefits under this subsection. This provision shall not cover retirees (including disability retirements).

b. Duty Disability

(1) Calendar Years 2010 and 2011

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 3.a. of this Article, above.

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

(1) Except as noted below, for eligible employees under subsection 2.e. or 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) For eligible employees under subsections 2.e. or 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 1.a. or 1. b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 2.e. or 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 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 1.a. or 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 single 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 family enrollment for retirees in the Basic Plan.

(4) 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.

(5) Surviving Spouse

The provisions of subsection 3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 2.e. or 2.f. of this Article.

#### 4. Cost of Coverage -- Dental Plan

For 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. 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 paycheck on a monthly basis.

5. Pro rata Credit for Half-time Employees

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

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 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, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 3., 4. and 5., 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 3., 4. and 5. of this Article if the provision were not in effect.

7. Non-duplication

a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1. of this Article, above, the coverage shall be limited to one family plan.

- b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse.
- d. City health insurance cost contributions provided hereunder to a retiree shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while a retiree is receiving the benefits hereunder.
- e. After any deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- 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 3.c., above, towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 1. of this Article, above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 1.a. or 1.b. of this Article, above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The 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. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan.
11. Effective Date

Except where specifically provided otherwise, the provisions of this Article shall be in force and effect beginning January 1, 2010, and ending December 31, 2011.

## **ARTICLE 16**

### **TERMINAL LEAVE**

1. Employees covered by this Agreement retiring on City pension under either the Employees' Retirement System of Milwaukee Plan, or the former Town of Lake Pension Fund Plan (but excluding retirement on deferred or actuarially reduced pensions, as they are defined in said two plans) shall, upon their retirement, be entitled to receive a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of earned and unused sick leave up to a maximum of thirty (30) such eight hour work shifts of base salary. The term, "eight-hour work shift," as used herein, shall be defined as an amount equivalent to the employees biweekly base salary at the time of his/her retirement, as his/her biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, divided by ten.
2. Employees shall be eligible to receive this benefit only once during their lifetime.
3. Payments made under the provisions of this Article shall not be construed as being part of the employees' base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing

pension benefits or payments.

5. Administration and control of the provisions of this Article shall be under the Chief Engineer, Fire.

## **ARTICLE 17**

### **SICK LEAVE**

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, exclusion from employment because of exposure to contagious disease.
2. Eligibility to use sick leave with pay shall begin after completion of six months' active service, but sick leave credit shall be earned from date of appointment.
3. Full-Time employees shall earn sick leave with pay at the rate of one and one-quarter (1.25) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave accounts. 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.
4. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. Sick leave allowance which accumulates up to 120 working days shall be credited to an employee's "normal sick leave account" from which sick leave shall be granted with full pay. An employee who was in active service on January 1, 1985, shall retain the days earned to that date in an "old sick leave account" and accumulate sick leave from that date in a "normal sick leave account" as provided in 5. and 6. of this Article. An employee transferred into a position covered by this Agreement from another position in the Fire Department shall retain his/her sick leave earned until the date of transfer into a

position covered by this Agreement in an "old sick leave account" and accumulate sick leave while in such position in accordance with the provisions in 5. and 6. of this Article.

6. Sick leave shall be charged first to the "normal sick leave account" and next to the "old sick leave account." When the balance in the "normal sick leave account" falls below 120 working days, additional days of unused sick leave shall be accumulated in the "normal sick leave account" until the balance again reaches 120 working days.
7. Effective upon implementation of a Long Term Disability Program, the maximum sick leave accrual for all employees shall be capped at 960 hours (120 work days).
8. As a condition of eligibility for receipt of sick leave benefits, employees must comply with the following requirements:
  - a. Employees requesting a sick leave must notify their immediate supervisor directly between 7:15 and 7:30 a.m. on the day of the shift for which they are requesting sick leave. Such notice must include the nature of the disability.
  - b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of sick leave exceeding three (3) work days; under this circumstance, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
  - c. An employee may be required by his/her supervisor to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the employee's supervisor is informed or believes that the employee is misusing sick leave; under such circumstances, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
  - d. Employees on sick leave shall not leave their residence on any scheduled on-duty date during such leave. If employees are required to leave their residences to visit a personal physician or Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.

- e. The Chief Engineer, Fire, reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on sick leave to return to duty.
  - f. An employee who is on sick leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report to the Headquarters Building at a time designated by the Chief Engineer, Fire, for the duration of such sick leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform him/her of his/her condition.
  - g. Employees are not permitted to engage in any off-duty employment while on sick leave.
9. When acceptable medical substantiation from an employee's private physician or dentist is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided hereunder until he/she is in compliance with such requirement.
10. Administration and control of sick leave benefits shall be under the Chief Engineer, Fire, who shall establish and maintain such rules and procedures that he deems necessary for this purpose.
11. Sick Leave Control Incentive Program
- a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2010, and ending at the end of Trimester 3,2011. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3,2011.
  - b. The trimester periods for each calendar year are defined as follows:
    - Trimester 1 - Pay Period 1-9
    - Trimester 2 - Pay Period 10-18

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

- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
- (1) During the term of the trimester, the employee did not use any sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence and was not suspended from duty for disciplinary reasons; and
  - (2) The employee was in active service for the full term of the trimester; and
  - (3) At the end of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 12 days.
- d. In a trimester period set forth in subsection 10.a. and b., above, that an employee is eligible for a sick leave control incentive payment, he/she shall be entitled to receive the equivalent of one day's pay or one day off with pay. Within seven (7) calendar days from the date the employee receives notice that he/she is eligible for the sick leave incentive, the employee shall notify his/her supervisor whether the incentive will be taken in cash or compensatory time off. The incentive payment shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits. The cash shall be paid to the employee as soon as it is administratively practicable. An employee who elects a compensatory time off shall schedule the day off in accordance with the following provisions:

An employee receiving a special incentive leave shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she

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

## **ARTICLE 18**

### **FUNERAL LEAVE**

1. DEFINITIONS:
  - a. "Funeral Leave" is defined as absence from duty because of death of a family member or relative.
  - b. "Immediate family" is defined as the employee's husband or wife, brother, sister, parent, child, foster parents, foster children grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.
2. In the case of a death in the employee's "immediate family," the employee shall be granted a leave with pay 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. An employee requesting funeral leave shall be governed by existing Departmental rules and procedures covering the administration of funeral leave. An employee requesting funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins. An employee returning from funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift

begins.

4. Administration and control of funeral leave benefits shall be by the Fire Chief.

## **ARTICLE 19**

### **INJURY PAY**

Effective as soon as administratively practicable after the execution date of the 1997-1999 City/Union Agreement, injury pay shall be as described below. Prior to that date injury pay benefits shall be as stated in Article 19, Injury Pay, of the 1995-1996 City/Union Agreement.

1. When employees covered by this Agreement sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. For an employee receiving eighty hours of injury pay in a pay period, the amount of injury pay shall be the net pay such employee would have received had he or she been working during such pay period, but not more than 80% of his or her base salary nor less than the minimum amount required by the Worker's Compensation Act. For purposes of this article, "net pay" is the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he or she is determined to be eligible for injury pay. For an employee receiving less than eighty hours of injury pay in a pay period, the injury pay shall be 80% of his or her base salary.
2. In providing injury pay as indicated in 1., above, the employee agrees to allow the City to make the applicable payroll adjustment to his or her biweekly paycheck and agrees to make no subsequent claim for said amount whatsoever. Such deduction shall be

administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he or she is receiving injury pay.

3. After "injury pay" benefits have been exhausted, employees 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 thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.
4. 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.
5. As a condition of eligibility for receipt of such injury leave benefits, employees must comply with the following requirements:
  - a. Employees requesting injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins.
  - b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of injury leave exceeding two (2) work days; under this circumstance, the City shall not be responsible for the payment of any fee charged by the physician or dentist.

- c. An employee may be required by his or her Supervisor to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the employee's supervisor is informed or believes that the employee is misusing injury leave; under such circumstances, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
  - d. Employees on injury leave shall not leave their residence on any scheduled On-Duty date during such leave. If employees are required to leave their residences to visit a personal physician or a Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
  - e. The Chief Engineer, Fire, reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on injury leave to return to duty.
  - f. An employee who is on injury leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report to the Headquarters Building on each Tuesday which is a normally scheduled On-Duty day, at the time designated by the Chief Engineer, Fire, for the duration of such injury leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.
  - g. Employees are not permitted to engage in any off-duty employment while on injury leave.
6. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the City will no longer require the applicable employee deductions from injury pay benefits provided for in subsections 1 and 2 of this Article, above.

7. 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.
8. Administration and control of the provisions of this Article shall be under the Chief Engineer, Fire, who shall establish and maintain such rules and procedures that he deems necessary for this purpose.
9. An employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to Injury Pay.

## **ARTICLE 20**

### **VACATIONS**

#### 1. Definitions

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

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

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of service and at the sole discretion of the Chief Engineer, Fire, be allowed to take vacation time within the year of appointment. However, if the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned and payments made during the vacation shall be deducted upon termination of employment.
3. Employees shall earn vacation/personal days in the following manner:
  - a. 3.7 hours per pay period for employees who have completed less than 4 years' active service;
  - b. 5.3 hours per pay period for employees who have completed at least 4 but less than 9 years of active service;
  - c. 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of active service;
  - d. 8.4 hours per pay period for employees who have at least 14 but less than 21 years of active service;
  - e. 9.9 hours per pay period for employees who have completed at least 21 years of active service.
4. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rates specified in paragraph 6, above. 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.
5. 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 active service.

- b. 176 hours for employees who have completed 4 years of active service but less than 9 years of active service.
  - c. 216 hours for employees who have completed 9 years of active service, but less than 14 years of active service.
  - d. 256 hours for employees who have completed 14 years of active service but less than 21 years of active service.
  - e. 296 hours for employees who have completed 21 years of active service.
6. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation for vacation time owed the City deducted from his/her final paycheck. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.
7. An employee who works an average of 20 hours per week on a year-round basis in a position which is budgeted as halftime or more shall be eligible to earn, according to their years of service as provided above, vacation on a pro-rated basis.
8. 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.
9. The vacation time benefits computed under the provisions of this Article shall be the full and only vacation benefits that an employee covered by this Agreement shall be entitled

to during calendar years 2010 and 2011.

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

## **ARTICLE 21**

### **HOLIDAYS**

1. Employees covered by this Agreement shall be entitled to the following paid holidays off per calendar year:
  - 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 (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. Martin Luther King Day (Third Monday in January).

Provided that: Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday; whenever New Year's Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday; and whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.

2. 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 shall observe such law provided that the operation of said law shall not operate to

increase or diminish the number of paid holidays off per calendar year.

3. The provisions of Subsections 1 and 2 of this Article shall not in any way abridge the City's right to schedule employees to work on aforesaid holidays.
4. Except as provided in Subsection 5 below, employees covered by this Agreement who perform work on any of the holidays listed in Subsection 1 of this Article shall receive an amount of paid time off equivalent to the amount of work performed on such holidays, provided that such amount of paid time off shall not exceed 8 hours for each such holiday worked. The scheduling of such paid time off to be determined by the Fire Chief.
5. Employees covered by this Agreement who are recalled to duty from off-duty status because of an emergency situation on any of the holidays listed in Subsection 1. of this Article shall be covered by Subsections 1 and 3 through 6 inclusive of the OVERTIME provision of this Agreement. In no event shall there be any duplication of benefits provided under the HOLIDAYS and OVERTIME provisions of this Agreement.
6. Employees covered by this Agreement whose normal hours of work, as established under the HOURS OF WORK provision of this Agreement, result in their being scheduled off on any of the holidays listed in Subsection 1 of this Article shall receive 8 hours of paid time off for each such holiday that the employees are scheduled off. The scheduling of such paid time off to be determined by the Fire Chief.
7. No employee covered by this Agreement shall receive holiday benefits in excess of 88 hours per calendar year in calendar years 2010-2011; provided however, that when there is insufficient time remaining in a calendar year for the Fire Chief to schedule time off earned under subsections 4 or 6 of this Article, above, such time off earned shall be scheduled off by the Chief before February 1 of the next calendar year. All such time off scheduled in the next calendar year shall count towards the maximum holiday hours of the calendar year in which it was earned.
8. Administration and control of the provisions of this Article shall be under the Fire Chief.

## **ARTICLE 22**

### **MILITARY LEAVES**

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

a. Subject to the terms and conditions provided in subsections 1.b. through 1.d. of this Article, below, employees shall be entitled to time off with pay when they are required to take a leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

#### b. Maximum Amount of Time Off With Pay

##### (1) Continuous Service

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

##### (2) Intermittent Service

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

##### (3) Combined Maximum

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

c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35 (5) of the Wisconsin Statutes (as it may be amended from time to time), shall receive full City pay plus all military pay for duty covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a maximum equal to his/her City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits.

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

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

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

a. Employees who enlist or are inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commanders-in-Chief thereof, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still

qualified to perform the duties of their positions or similar positions.

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

(1) Reinstatement From Military Reserve or National Guard Duty

- (a) Initial Enlistment with at Least Three Consecutive Months of Active Duty.

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

- (b) All Other Active Duty

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

For purposes of interpretation and construction of the provisions of subsections 2c(1)(a) and 2c(1)(b) of this section, full-time training or any other full-time duty performed by a member of the Reserve or National Guard component of the

Armed Forces of the United States shall be considered active duty for training.

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

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

(3) Exclusions From Reinstatement Benefits

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

3. Military Funeral Leaves of Absence

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

4. Induction Examinations

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

5. Administration

The Chief Engineer, Fire, shall have the authority to establish such rules and procedures

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

## **ARTICLE 23**

### **TIME OFF FOR JURY DUTY**

1. Employees covered by this Agreement shall be granted time off with pay for jury duty when they are legally summoned for jury duty, subject to the terms and conditions provided for in subsections 2 through 6 inclusive, of this Article below.
2. When an employee is legally summoned to report for jury duty he/she shall:
  - a) Immediately notify his/her supervisor and promptly submit to him/her a written report showing the date he/she is required to report for such jury duty; and
  - b) Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and County of Milwaukee form 2448R16 (Official Jury Notice), and forward both documents to the Fire Department Administration Bureau; and
  - c) Submit a Certification of Jury Service form to the Fire Department Administration Bureau at the end of his/her jury duty. (Copies of this form may be obtained from the Circuit Court Calendar Clerk.)
3. While on authorized jury duty employees shall be considered by the Fire Department to be working the day shift and shall be permitted to change their off-duty days (regular off and vacation days) subject to approval from the Fire Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she

- receives (excluding official travel pay).
4. Employees shall not be eligible for overtime while on jury duty, even if such duty extends beyond eight hours in one day.
  5. On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on such day and reports thereto without receiving a jury assignment for that day or if he/she is engaged in jury duty for part of such day, he/she shall immediately report back to work for the remainder of his/her work day.
  6. Administration and control of the provisions of this Article shall be under the Chief Engineer, Fire.

## **ARTICLE 24**

### **TUITION REIMBURSEMENT**

1. Tuition reimbursement benefits for employees covered by this Agreement shall be in accordance with the Veteran's Administration benefits pertaining thereto. In no event shall there be any duplication of benefits paid the employee.
2. In the event that employees are ineligible to receive tuition and textbook reimbursement under the provisions of Section 1. of this Article, then reimbursement of tuition, laboratory fees and required textbooks in an amount of up to \$950 per year for the period from January 1, 2010, through December 31,2011.
3. All courses of study for which reimbursement is requested by an employee under the provisions of Section 2. of this Article shall be job related and approved by the Fire Department before any such reimbursement is paid to the employee by the City.
4. In order to qualify for reimbursement under Section 2. of this Article, employees shall present evidence to a City designated administrator of successful completion for those Fire Department approved courses of study that they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion of such Fire Department approved courses of study and

shall consist of the final grade report for each such Fire Department approved course of study. A Fire Department approved course of study shall be deemed successfully completed if:

- a. A grade of "C" or higher is received and such course of study is an undergraduate course of study; or
  - b. A grade of "B" or higher is received and such course of study is a graduate course of study; or
  - c. 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.
5. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by the Fire Department.
  6. Payment of reimbursement described in Section 2. of this Article shall be made as soon as administratively practicable after evidence of successful completion of the Fire Department approved courses of study for which such reimbursement is being requested is received by aforesaid City designated administrator. 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 criteria in Paragraph 3 and 4, above, payment will be deducted from the employee's paycheck.
  7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
  8. Employees must remain in active service for a six-month period after receiving Tuition and Textbook Reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
  9. Administration and control of the provisions of this Article shall be under the Fire Chief.

## **ARTICLE 25**

### **SAFETY GLASSES**

1. The City will provide safety glasses to employees covered by this Agreement who are required to wear glasses for corrective purposes under the same provisions that safety glasses are provided to other City employees.
2. The provisions of this Article shall be under the administration of the Managing Director-Safety and the Chief Engineer, Fire.

## **ARTICLE 26**

### **SAFETY SHOES**

1. Eligibility  
Subject to the terms and conditions provided in subsections 2 through 5 inclusive of this Article, below, employees in active service shall be covered by the safety shoe benefits hereafter provided, so long as they remain in active service and in classification covered by this Agreement.
2. Description of Approved Safety Shoes  
An employee's safety shoes shall be deemed "approved" if, and only if, they:
  - a. Meet the approval of the Fire Department Administration; and
  - b. Meet the requirements and specifications in American National Standard for Men's Safety-Toe Footwear, Z 41.1-1967/75; and
  - c. At least one shoe of the pair must be legibly stamped USAS or ANSI Z 41.1-1967/75 (in at least one shoe); and
  - d. Approved safety shoes must be serviceable at all times, damaged or worn out safety shoes will not be deemed approved - even if they were previously approved.
3. Shoe Allowance
  - a. The City will provide each employee with an annual Shoe Allowance of \$115. An employee shall be entitled to receive this allowance no more than once per

calendar year. Subject to the terms and conditions provided in subsections 3.b. through 3.f., of this Article, below, the allowance will only be granted following purchase of an approved pair of safety shoes by the employee. Effective for calendar year 2010, eligible employees may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance, provided that both pairs are purchased at the same time.

- b. The Shoe Allowance shall be paid employees as soon as is administratively practicable following the date the Fire Department Administration receives satisfactory evidence from the employee indicating the purchase of approved safety shoes. Such satisfactory evidence shall be as prescribed by the Chief Engineer, Fire. It shall require submitting the safety shoes purchased to departmental inspection for approval. It shall also require that the shoe purchase receipt be dated, bear the name of the employee, the name of the vendor where the purchase was made, and clearly indicate that one pair of USAS or ANSI Z 41.1-1967/75 safety shoes was purchased. In order to qualify for the Shoe Allowance provided herein, the employee's satisfactory evidence of purchase must be received by the Fire Department Administration no later than November 1 of the calendar year in which the purchase is made or no later than 30 calendar days following the date of such purchase, whichever is earlier.
- c. An employee must have at least 6 months of active service in the Bureau of Construction and Maintenance in order to be eligible for the Safety Shoe Allowance provided herein.
- d. An employee who received any kind of safety shoe allowance from the City during a calendar year, other than the shoe allowance provided herein shall not be entitled to receive the shoe allowance provided herein for that calendar year.
- e. Payments made under the provisions of this Article shall not be construed as being part of said employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.

- f. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
4. Wearing of Safety Shoes Required
- a. As a condition of employment, all employees covered by this Agreement shall be required to wear approved safety shoes at all times while on duty. Any failure to comply with this requirement shall constitute grounds for discipline. The City may deny an employee the shoe allowance provided in subsection 3 of this Article, above, when it believes the employee is not complying with this requirement.
  - b. Employees newly appointed to the Bureau of Construction and Maintenance shall have 28 consecutive calendar days following the date of their appointment in which to become in compliance with the requirements provided in subsection 4.a. of this Article, above.
5. Administration
- The Chief Engineer, Fire, shall have the authority to establish such rules and procedures that he deems necessary to administer the provisions of this Article.

## **ARTICLE 27**

### **SPECIAL ASSIGNMENT PAY**

1. When the Fire Equipment Compressed Air Technician, or Fire Equipment Machinist is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOURS OF WORK provision of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign an employee to under fill that position for that shift. For the time period so assigned, and so long as the employee remains on duty during such time period, he/she shall receive in addition to his/her base salary an amount equivalent to sixty (60) cents per hour.
2. When the Fire Equipment Repairs Supervisor is off duty four or more consecutive hours

during normal hours of work, as normal hours of work are established under the HOURS OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Equipment Mechanic or Fire Equipment Welder job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive in addition to his/her base salary an amount equivalent to sixty (60) cents per hour.

3. When the Fire Building and Equipment Maintenance Specialist is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOUR OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Equipment Repairer II job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive, in addition to his/her base salary, an amount equivalent to sixty (60) cents per hour.
4. When the Fires Stores Clerk (or equivalent position when reclassification of the Fire Stores Clerk position becomes effective) is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOURS OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Mechanic Helper job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive, in addition to his/her base salary, an amount equivalent to sixty (60) cents per hour.
5. Notwithstanding the foregoing, assignments set forth in 1., 2. and 3., above, shall be made only during time periods between 7:30 a.m. and 4:00 p.m. on days Monday through Friday that are not designated holidays in subsection 1. of the HOLIDAYS provision of this Agreement. Effective the first full pay period following execution of

the 2010-2011 Agreement, compensation for underfilling assignments of one hour or more shall be paid on an hourly basis to the nearest one-tenth of an hour. There shall be no compensation at all for an underfilling assignment lasting less than one hour.

6. 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 any computation establishing pension benefits or payments, or overtime benefits or payments, or any other fringe benefits or payments.
7. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

## **ARTICLE 28**

### **SHIFT DIFFERENTIAL**

1. Employees whose normal hours of work fall, in whole or in part, during the time period beginning at 4:00 p.m. and ending at 12:00 midnight shall be entitled to receive, in addition to their base salary, a payment equivalent to 33 cents per hour for each hour of work performed during such time period. This payment shall be termed: "Shift Differential."
2. For administrative purposes:
  - a. Shift Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
  - b. Normal hours of work shall be as established under the HOURS OF WORK provision of this Agreement.
3. Employees performing work under the OVERTIME provision of this Agreement shall not be entitled to Shift Differential.
4. During the time period an employee is receiving Special Assignment Pay, he/she shall not be entitled to Shift Differential.
5. Administration and control of the provisions of this Article shall be under the Fire Chief.

## **ARTICLE 29**

### **WEEK-END DIFFERENTIAL**

1. Employees whose normal hours of work fall, in whole or in part, on Saturday or Sunday shall be entitled to receive, in addition to their base salary, a payment equivalent to:
  - a. 40 cents per hour for each hour of work performed on Saturday.
  - b. 50 cents per hour for each hour of work performed on Sunday.These payments shall be termed: "Week-end Differential."
2. For administrative purposes:
  - a. Week-end Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
  - b. Normal hours of work shall be as established under the HOURS OF WORK provision of this Agreement.
3. Employees performing work under the OVERTIME provision of this Agreement shall not be entitled to Week-end Differential.
4. During the time period an employee is receiving Special Assignment Pay, he/she shall not be entitled to Week-end Differential.
5. Administration and control of the provisions of this Article shall be under the Fire Chief.

## **ARTICLE 30**

### **HOLIDAY DIFFERENTIAL**

1. Employees whose normal hours of work fall, in whole or in part, on a holiday listed in subsection 3 of this Article, below, shall be entitled to receive, in addition to their base salary, a payment equivalent to 50 cents per hour for each hour of work performed on such a holiday. This payment shall be termed: "Holiday Differential."
2. For administrative purposes:
  - a. Holiday Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.

- b. Normal hours of work shall be as established under the HOURS OF WORK Provision of this Agreement.
3. Holiday Differential shall be paid only for work performed on the following holidays:
    - 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 (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 work-day before Christmas Day
    - i. The last normal work-day before New Year's Day
    - j. Good Friday
    - k. Martin Luther King Day (Third Monday in January).

Provided that: Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday; whenever New Year's Day, Independence Day or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday; and whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.

4. Employees performing work under the OVERTIME Provision of this Agreement shall not be entitled to Holiday Differential.
5. During the time period an employee is receiving Special Assignment Pay or Weekend Differential, he/she shall not be entitled to Holiday Differential.
6. Administration and control of the provisions of this Article shall be under the Fire Chief.

### **ARTICLE 31**

#### **WATCH PAY**

1. The Deputy Chief in the Bureau of Construction Maintenance has the authority to assign an employee to stand watch from 4 p.m. to 12 midnight Monday through Friday and 8 a.m. to midnight on Saturday, Sunday and holidays. The employee so assigned shall

perform all regular duties as required and in addition, shall be responsible for prioritizing incoming requests for repairs to determine whether those repairs should be done immediately and by whom, and which ones may be delayed until the regular work crew is available. This employee shall also be responsible for locating replacement fire equipment if the original equipment must be taken out of service, operation of flood control equipment, and maintaining a sufficient supply of compressed air and oxygen for firefighting and the emergency medical service. Duties during the watch period may change from time to time and are not limited to those described above.

2. While standing watch, the employee shall receive an amount equivalent to fifty (50) cents per hour in addition to his/her base salary for each hour of watch duty performed; such additional compensation shall be granted only if the employee assigned by the Chief to stand watch serves for the full watch period.
3. 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 any computation establishing pension benefits or payments, or overtime benefits or payments, or any other fringe benefits or payments.
4. An employee performing work under the OVERTIME provision of this Agreement shall not be entitled to Watch Pay. An employee shall be entitled to other applicable differentials while receiving compensation under the WATCH PAY provision of this Agreement.
5. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

## **ARTICLE 32**

### **SENIORITY FOR LAYOFF PURPOSES**

1. In the event of a layoff of employees, the order of layoff shall be inversely related to length of service. (The last employee hired shall be the first employee laid off.)
2. In the event of a recall to work, the order of return shall be directly related to length of service. (The last employee laid off shall be the first employee returned to work.)

3. Length of service for the purpose of this Article, is to be measured from the date of original hire in the Bureau of Construction and Maintenance of the Fire Department.
4. Should the City find it necessary to lay off employees, it shall give the Union notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within five (5) calendar days of the notice to discuss layoffs. The City at this meeting shall provide the Union with a current seniority list for the recognized bargaining unit.
5. Seniority shall be broken if an employee:
  - a. Retires
  - b. Resigns
  - c. Is discharged and the discharge is not reversed
  - d. Is not recalled from a layoff for a period of three (3) years
  - e. Is recalled from a layoff and does not report for work within three (3) calendar weeks.
  - f. Does not return at the expiration of a leave of absence.
6. There shall be no layoff of employees from January 1, 2010, through Pay Period 26, 2010, with exception of seasonal layoff and loss of grant funding. This provision shall expire at the end of Pay Period 26, 2010.
7. Employees having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.

### **ARTICLE 33**

#### **AGENCY SHOP**

1. Subject to the terms and conditions provided in subsections 2 through 9, below, the City agrees to allow the Union an agency shop as permitted by the provisions of Section 111.70 of the Wisconsin Statutes.
2. No member of the bargaining unit is required to join the Union. However, membership in the Union is open to all members of the bargaining unit who choose to join and comply with the constitution and by-laws of the Union. No person will be denied membership in the Union because of race, ethnic origin, sex or religious affiliation.

3. The City will deduct from the biweekly earnings of all employees covered by this Agreement an amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members and pay said amount to the Treasurer of the Union within 30 calendar days after the payday from which such deduction was made.
4. The City will not deduct the dues of any employee in a two-week pay period unless the employee is a member of the Union bargaining unit for at least 7 calendar days in such pay period.
5. The City reserves the right to stop, withhold, or modify dues deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
6. Changes in dues to be deducted shall be certified to the City Labor Negotiator by the Union at least thirty calendar days before the start of the pay period the new deduction schedule is to be effective.
7. Dues deductions for new employees in the Union bargaining unit will be made from their first paycheck.
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 fair-share deductions or the interpretation, application or enforcement of this provision.

#### **ARTICLE 34**

##### **UNION NEGOTIATING COMMITTEE**

1. The Union shall advise City of the names of its negotiators. One or more

representatives from the Union shall be paid regular base salary up to a combined maximum of 17 working hours for time spent annually in negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday and in no event will payment be made for time in excess of eight hours. Reasonable travel time from site of employment to site of meeting will be allowed.

2. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled meetings so as to permit notification of the appropriate City departments.
3. The provisions of this Article shall be limited to day conferences or negotiations held with respect to wages, hours and conditions of employment during the term of this Agreement.
4. The City Labor Negotiator shall interpret and administer the provisions of this section.

## **ARTICLE 35**

### **NEGOTIATIONS**

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

## **ARTICLE 36**

### **LIMITATIONS UPON UNION ACTIVITY**

1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement or as authorized by the proper department head, City Labor Negotiator, or the Labor Policy Committee of the Common Council.
2. No Union meeting shall be held on City time or on City property.

## **ARTICLE 37**

### **MEETING TIME**

Employees who wish to attend meetings of boards, commissions, and committees during working hours shall do so on their own time if properly authorized.

## **ARTICLE 38**

### **AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council, the Board of Fire and Police Commissioners and the Chief Engineer, Fire, and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon them.
2. The Union recognizes the powers, duties, and responsibilities of the Board of Fire and Police Commissioners and the Chief Engineer, Fire as set forth in Section 62.50, Wisconsin Statutes and that pursuant thereto the Board of Fire and Police Commissioners and the Chief Engineer, Fire have the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees employed therein.
3. The provisions of this Agreement are binding upon the parties for the term thereof. The Union, having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement, is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Chief Engineer, Fire, the Common Council or the Board of Fire and Police Commissioners, including rules and regulations established by the Chief Engineer, Fire and the Board of Fire and Police Commissioners.
4. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on March 9, 2010.

## **ARTICLE 39**

### **NOTICES**

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

## **ARTICLE 40**

### **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 that individual case. In those discussions the parties will respect the confidentiality of the disabled person as required by the Act.

## **ARTICLE 41**

### **WAIVER OF FURTHER BARGAINING**

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

## **ARTICLE 42**

### **RETROACTIVE WAGE PAYMENTS**

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

## **ARTICLE 43**

### **LONG-TERM DISABILITY**

1. The City will offer 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 laid off 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.

6. Effective upon implementation of a Long Term Disability Program, the Accrued Time Off Donor Program shall be eliminated.

Dated at Milwaukee, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2010. (Four copies of this instrument are being executed all with the same force and effect as though each were an original.)

BY:

BY:

\_\_\_\_\_  
Don Griffin  
IAMAW Business Representative

\_\_\_\_\_  
Maria Monteagudo  
Employee Relations Director

\_\_\_\_\_  
Troy M. Hamblin  
City Labor Negotiator

\_\_\_\_\_  
Joseph Alvarado  
Labor Relations Officer

FOR THE UNION:

FOR THE CITY:

\_\_\_\_\_  
Andy Pozorski, Committee Person

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
Doug Krueger, Committee Person

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

\_\_\_\_\_  
Richard Gadzalinski, Committee Person

\_\_\_\_\_  
W. Martin Morics, City Comptroller

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

\_\_\_\_\_  
Michael J. Murphy, Alderman  
Chairman, Finance & Personnel Committee

**SIGNATURES**

10-11 Labor Contract

## **APPENDIX A**

### **Wellness and Prevention**

A Wellness and Prevention Program shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees, and their family members. The program may contain some or all of the following components: annual health risk assessment, benefit communications, 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 incentives, and 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.

The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association, one from the Milwaukee Professional Firefighters Association and two from District Council 48, one from SEIU Staff Nurses Council, one from TEAM, one from the Association of Municipal Attorneys and one jointly representing Local 494 IBEW (Electrical Group) and Milwaukee Building and Construction Trades Council.

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 shall be made by consensus among committee members present. Consensus shall be reached when ten committee members agree. No decisions shall be made by the committee that requires employees to pay additional out-of-pocket costs unless it is ratified individually by

every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket or monthly expense, or provide some other type of benefit without ratification by the bargaining units. No decision made by the Committee or lack of decision made by the Committee 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 an RFP and solicit bids from third party vendors qualified to implement the City 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 polices associated with the selection procedures. The City shall not spend more than two million dollars, 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 records.

FOR EMPLOYEES COVERED BY THE 2010-2011 AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE AND  
THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, DISTRICT NO. 10, AFL-CIO

FOR THE TIME PERIOD  
COMMENCING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2011  
(FOR INFORMATIONAL PURPOSES ONLY)

**During the term of the 2010-2011 Agreement, the rates of pay shall be those that became effective Pay Period 14, 2009 (June 28, 2009). There shall be no pay step advancement during the term of the 2010-2011 Agreement.**

Pay Range 722

Official Biweekly Rate

\$1,327.22    1,403.89    1,500.75    1,538.05    1,592.69

Monthly Rate

\$2,875.64    3,041.76    3,251.63    3,332.44    3,450.83

Annual Rate

\$34,507.72    36,501.14    39,019.50    39,989.30    41,409.94

Fire Mechanic Helper <sup>1/</sup>

Pay Range 724

Official Biweekly Rate

\$1,307.46    1,384.67    1,481.49    1,518.65    1,671.26

Monthly Rate

\$2,832.83    3,000.12    3,209.90    3,290.41    3,621.06

Annual Rate

\$33,993.96    36,001.42    38,518.74    39,484.90    43,452.76

Fire Stores Clerk

Pay Range 726

Official Biweekly Rate

\$1,399.95    1,478.92    1,579.67    1,616.78    1,658.46    1,723.85

Monthly Rate

\$3,033.23    3,204.33    3,422.62    3,503.02    3,593.33    3,735.01

Annual Rate

\$36,398.70    38,451.92    41,071.42    42,036.28    43,119.96  
44,820.10

Fire Equipment Repairer I <sup>2/</sup>

Pay Range 732

Official Biweekly Rate

\$1,541.85    1,636.37    1,750.81    1,807.76    1,885.44

Monthly Rate

\$3,340.68    3,545.47    3,793.42    3,916.81    4,085.12

Annual Rate

\$40,088.10    42,545.62    45,521.06    47,001.76    49,021.44

Fire Equipment Repairer II <sup>3/</sup>

Pay Range 733

Official Biweekly Rate

\$1,567.26    1,662.85    1,779.16    1,838.82    1,903.35    1,933.72

Monthly Rate

\$3,395.73    3,602.84    3,854.85    3,984.11    4,123.93    4,189.73

Annual Rate

\$40,748.76    43,234.10    46,258.16    47,809.32    49,487.10    50,276.72

Fire Equipment Machinist  
 Fire Equipment Compressed Air Technician  
 Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

\$1,567.26    1,662.85    1,779.16    1,838.82    1,903.35    1,952.78

Monthly Rate

\$3,395.73    3,602.84    3,854.85    3,984.11    4,123.93  
 4,231.02

Annual Rate

\$40,748.76    43,234.10    46,258.16    47,809.32    49,487.10    50,772.28

Fire Equipment Mechanic <sup>4/ 5/</sup>  
 Fire Equipment Welder <sup>4/ 5/</sup>

<sup>1/</sup>An employee occupying this position classification on January 1, 1988, shall be eligible to attain step 5 of this pay range. An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

<sup>2/</sup>An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

<sup>3/</sup>Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

<sup>4/</sup>Employees occupying the classification of Fire Equipment Mechanic on June 1, 1989, may attain the sixth step of this Pay Range through the process described in Article 10, paragraphs 3 and 4. Any other individual entering this classification after June 1, 1989, shall not be eligible to attain the sixth step of this Pay Range unless he/she maintains the appropriate current ASE certifications.

<sup>5/</sup>Employees occupying the position of Fire Equipment Mechanic or effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective the pay period following execution of the 2004-2006 Agreement, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

MORANDUM OF UNDERSTANDING  
 BETWEEN  
 INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
 AEROSPACE WORKERS, DISTRICT NO. 10, AFL-CIO  
 AND  
 THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2010, and expiring at the end of December 31, 2011. The negotiating committee for International Association of Machinists and Aerospace Workers (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 International Association of Machinists and Aerospace Workers 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 this day of \_\_\_\_\_, 2010.

<b>Representatives of International Association of Machinists &amp; Aerospace Workers</b>	<b>City of Milwaukee Negotiating Team</b>