

AGREEMENT

Between

CITY OF MILWAUKEE

And

LOCAL #195, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2010 through December 31, 2011

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CITY OF MILWAUKEE
And
LOCAL #195, IBEW, AFL-CIO

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AGREEMENT BETWEEN THE
CITY OF MILWAUKEE AND
LOCAL #195,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
Effective January 1, 2010

PREAMBLE

THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City" and LOCAL #195, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, as the representative of certain employees who are employed by the City of Milwaukee, shall be treated as one party and hereinafter referred to as "Union".

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

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

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

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

It is intended by the parties hereto that the employer-employee relationship which

exists now and has heretofore existed by and between the City and the members of the Union, who are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

- 1.1. This Agreement shall be in effect beginning at 12:01 A.M. on January 1, 2010, and ending at 12:01 A.M. on January 1, 2012, unless both parties agree to extend it beyond that date.
- 1.2. Within 30 calendar days following the execution date of this Agreement, the Union shall give the City written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding labor Agreement in which changes are requested; conferences and negotiations shall be carried on by the parties beginning 30 calendar days following the date such notice is provided.

ARTICLE 2

NEGOTIATIONS

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

ARTICLE 3

SUBORDINATE TO CHARTER

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

be subordinate to such authority.

ARTICLE 4

ORDINANCE AND RESOLUTION REFERENCE

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

ARTICLE 5

NOTICES

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

ARTICLE 6

MANAGEMENT RIGHTS

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

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

- 6.3. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- 6.4. The City has the right to schedule and assign regular and overtime work as required.
- 6.5. The City reserves the right to discipline or discharge for cause.
- 6.6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 6.7. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where the continuation of work would be wasteful and unproductive.
- 6.8. The City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members. The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting.

The City agrees it will not lay off any employees who have completed their probationary period and who have regular civil service status at the time of the execution of this agreement because of the exercise of this contracting or subcontracting right except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform this work. The economies above will not be based upon the wage rates of the employees

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

- 6.9. The fact that an employee is in, or may become in a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff of an employee or cause the elimination of the job the employee performed.
- 6.10. When City departments are merged or separated, the City will give the Union reasonable and timely notice and an opportunity to present its position when bargaining unit personnel are involved and affected by the City's proposed action.

ARTICLE 7

RECOGNITION

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

ARTICLE 8

UNION NEGOTIATING COMMITTEE

- 8.1. The Union shall advise the City of the names of its negotiators. One or more representatives from the Union shall be paid their regular base salary up to a combined maximum of 120 work-hours for time spent in attendance at official negotiating meetings between the City and the Union as directed by the President of the Union. No payment will be made for time outside the representatives' normal work day and in no event will payment be made for time in excess of eight hours per day. Reasonable travel time from site of employment to site of meeting will be allowed.
- 8.2. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled negotiating

meetings to permit notification of the appropriate City departments.

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

ARTICLE 9

NON-DISCRIMINATION

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

ARTICLE 10

LIMITATIONS UPON UNION ACTIVITY

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

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

ARTICLE 11

DUES & FAIR SHARE DEDUCTIONS

11.1. An employee may authorize the City to deduct Union dues from their paycheck by executing an authorization card and submitting it to a City designated administrator. The check-off shall become effective two (2) pay periods after filing.

11.2. The Union shall be granted deductions for up to 26 or 27 pay periods, whichever is appropriate, upon submission of a necessary affidavit and certificate to the City Labor Negotiator.

11.3. The City will deduct from the biweekly earnings of all employees represented by the Union who have not authorized dues deductions by dues deduction cards, a fair share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members of the Union and pay this amount to the Treasurer of the Union within ten (10) days after the payday from which the deduction was made. The City reserves the right to stop, withhold or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.

- 11.4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employee dues deduction that is uniformly required of all employees represented by the Union. Changes in uniform employee dues or fair share amounts to be deducted shall be certified by the Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
- 11.5. The dues or fair-share deduction will be made to the Union which represents the employee the majority of their time in the pay period. If the time is equal, the dues or fair-share deduction will be made to the Union representing the employee the majority of time in the last week of the pay period.
- 11.6. The City will honor only dues deduction cards which authorize dues to the certified bargaining unit which represents the employee or dues deductions authorized by employees in positions, divisions or bureaus not now certified to be represented by a certified bargaining unit. No dues or fair-share deductions will be made from the earnings of managerial, supervisory or confidential employees.
- 11.7. The City will provide the Union with a list of employees from whom dues or fair-share deductions were made with each biweekly remittance to the Union.
- 11.8. The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or agency shop deductions or the interpretation, application or enforcement of this provision.

ARTICLE 12

PROHIBITION OF STRIKES AND LOCKOUTS

- 12.1. The Union shall neither cause nor counsel its members, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City. However, whether or not the Union is liable for such acts or actions, any

employee who commits any of the acts prohibited in this section may be subject to the following penalties:

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

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

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

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

ARTICLE 13

DISCIPLINE

- 13.1. When it becomes necessary to institute disciplinary action, terminate, or discharge an employee who is a member of the bargaining unit, the City will give notice to the Union before taking action, except when in the judgment of the supervisor emergency action is necessary. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision has no application to a situation in which a warning letter is issued to an employee. The purpose of a warning letter is to notify the employee to correct deficiencies in conduct or job performance before discipline becomes necessary. Further, this provision is not to be construed as requiring a meeting with the Union except as provided in the grievance procedure of the contract.
- 13.2. Notice for non-emergency disciplinary situations shall not be subject to the provisions of Article 5 of this Agreement, requiring "certified mail," but shall be given, if during business hours, by the most expeditious means, to the President of the Union. Thereafter the notice is to be confirmed in writing within twenty-four (24) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.
- 13.3. Any discipline imposed on an employee who is not subject to the jurisdiction of the City Service Commission shall be for just cause only, as defined in Rule XIII, Section 5, of the City Service Commission and other such appropriate rules.

ARTICLE 14

GRIEVANCE PROCEDURE

- 14.1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
- 14.2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative, within ten (10) working days of the occurrence of the incident leading to the grievance.

- 14.3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Head or his/her designee within ten (10) working days of the completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance, except that, in cases where the Division Head or his/her designee determines that a meeting with the Union regarding the grievance is desirable, the time limit for a written response shall be ten (10) working days from the date of such meeting.
- 14.4. Step Three. If the grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the Department Head or his/her designee, who shall confer with the aggrieved and the Union and notify the aggrieved and the Union of a decision in writing within ten (10) working days from the date of such meeting.
- 14.5. When a grievance meeting is held at the third step of the grievance procedure, a named employee who has filed a grievance, and the Union official or representative whose presence for the purpose of giving testimony is required, shall be given notice of at least twenty-four (24) hours before a meeting is held unless the grievant and the Union waive the requirement of this notice.
- 14.6. If a Union grievance is not settled at the third step, or if any grievance filled by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, either party may proceed to the next step as provided.
- 14.7. Step Four. If the answer of the Department Head or his/her designee upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration in writing within 30 days of the Step 3 answer, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees held periodically for that purpose within 30 working days from the Union's request to proceed to arbitration. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until the meeting has occurred or the parties by written agreement have waived such meeting.

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

ARTICLE 15

ARBITRATION PROCEDURE

- 15.1. No item or issue may be the subject of arbitration unless arbitration is requested in writing within 90 working days following the action or occurrence which gives rise to the issue to be arbitrated.
- 15.2. Arbitration may be initiated by the Union serving upon the City a notice, in writing, of its intent to proceed to arbitration. The notice shall identify the contract provision upon which it relies, the grievance or grievances, the department, and the employees involved.
- 15.3. Unless the parties, within five working days following the receipt of the written notice agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall within five working days of the receipt of the list meet for the purpose of selecting the arbitrator by alternately striking names from the list until one name remains.
- 15.4. Whenever one of the parties deems the issue to be of such significance as to warrant a panel of three arbitrators, each party shall, within five working days of the request to proceed to arbitration, appoint one arbitrator and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairperson, who shall be selected in the manner and in the time specified for the selection of a single arbitrator.
- 15.5. For purposes of brevity, the term "arbitrator", shall refer either to a single arbitrator or a panel of arbitrators, as the case may be.
- 15.6. The following subjects shall not be submitted to arbitration:
- a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.
 - b. The statutory or charter obligations which are by law delegated to the Common

Council

- c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.
- d. Any pension matter.
- e. Disputes or differences regarding the classification of positions, promotion of employees, and elimination of positions.

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

- 15.7. No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall cease. This provision, however, shall not affect any arbitration proceeding which was properly commenced prior to the expiration or termination of this Agreement.
- 15.8. In addition to all matters presently subject to arbitration, the Union shall have the right to submit all matters of discipline and discharge to arbitration in the same manner as now is being done for other arbitrable issues. If an employee elects to have their discipline or discharge case heard by the City Service Commission under the provisions of Section 63.43 or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived their right to arbitration.
- 15.9. The arbitrator selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall hear evidence that in their judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

- 15.10. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.
- 15.11. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- 15.12. The arbitrator shall expressly be confined to the precise issue submitted for arbitration and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- 15.13. All expenses involved in the arbitration proceeding shall be borne equally by the parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with the proceeding shall be borne by the party at whose request the witnesses or depositions are required.

ARTICLE 16

SENIORITY FOR LAYOFF PURPOSES

- 16.1. Seniority for layoff purposes is defined as the relative status of an employee in a particular job title represented by the Union based upon the employee's regular appointment date to such job title or the date he/she transferred to such job on a City Service Commission approved transfer, to which will be added, in case of a reduction of an affected employee to a lower classification represented by the Union, the seniority the affected employee had in that other job title represented by the Union.
- 16.2. Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs, layoffs due to loss of grant funding, or layoffs due to loss of reimbursement for specific programs or

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

- 16.3. For the purpose of layoff, up to three (3) officers of the Union (the president and two additional officers designated by the Union) shall have seniority preference over all other employees in their particular job and job title within the department.
- 16.4. Upon a reduction in supervisory and/or managerial positions, a supervisory or managerial employee affected may be returned to a job title they previously held in a bargaining unit. An employee promoted to a management or supervisory position after May 15, 1973, from a position within the certified bargaining unit, shall continue to accumulate seniority for not more than a maximum period of two calendar years. Thereafter, they shall retain, but not continue to accumulate, seniority while in a management or supervisory position. For an employee promoted prior to May 15, 1973, the employee would receive their seniority as a member of the bargaining unit plus their seniority as a management or supervisory employee of the City for not less than two years if earned, or a period equal to one-half of their seniority as a managerial or supervisory employee in excess of two years up to a maximum of eight years.
- 16.5. Should the City find it necessary to effect a reduction in its work force, it shall give the Union notice and in no case less than four (4) weeks prior to the effective date of the layoff of the initially affected employees. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department. At this meeting, the Union will identify those employees who are subject to the terms of 16.3, above.
- 16.6. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.
- 16.7. When layoffs are occasioned by seasonal fluctuations, the provisions of 16.5 and 16.6 as regards to notice by the City and the requirements of meeting with the Union shall not apply.
- 16.8. When seasonal layoffs or recalls occur in classifications where subsequent layoffs or

recalls are likely or in work activities in which the last work will be performed in subsequent weeks, the City shall have the right to lay off or recall employees out of their order of seniority for a period of up to twenty (20) work days.

16.9. When it becomes necessary to reduce the work force in a particular job, the employee with the least seniority in the job title shall be laid off and bump the least senior employee holding a job title which the affected employee previously held if:

- a. The affected employee has more seniority.
- b. The affected employee is capable of performing the job of the employee with lesser seniority.
- c. The affected employee transfers or bumps to a position in the same or lower pay range than the affected employee currently holds.

16.10. Breaks in Seniority

- a. Union bargaining unit seniority shall be broken when an employee:
 - (1) Retires;
 - (2) Resigns from City Service;
 - (3) Is discharged and the discharge is not reversed;
 - (4) Is terminated during his/her initial probationary period;
 - (5) Is not recalled from a layoff for a period of three (3) years if the layoff results in a discontinuation of the employee's service with the City;
 - (6) Is not recalled from a layoff for a period of seven (7) years if, during the layoff, the employee's service with the City is continuous;
 - (7) Is recalled from a layoff and does not report for work within three (3) calendar weeks;
 - (8) Does not return at the expiration of a leave of absence.
 - (9) Is transferred/promoted to a non-management or non-supervisory classification outside the Union bargaining unit and successfully completes the probationary period for that position.
- b. Classification seniority shall be broken when an employee:
 - (1) Is terminated during a probationary period;
 - (2) Is voluntarily or involuntarily demoted; or

(3) Is not recalled from a layoff for a period of three (3) years if during the layoff the employee's service with the City is continuous.

In case of (2), above, if the employee is reinstated or promoted to the position from which he/she was demoted, the date of such reinstatement or promotion shall become the employee's classification seniority date unless otherwise determined by the City Service Commission. Seniority in a lower classification shall not be affected by demotion from a higher classification.

- 16.11. An affected employee who bumps to a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the job falls. In no event shall an employee, by application of this provision, be paid in excess of the rate of pay they were earning prior to their reduction.
- 16.12. When an employee who has been reduced in rank from a position they previously held, is recalled to a job classification in a pay level above their current position but lower than the pay levels of the original position, they will be paid at a rate nearest the rate paid in the original position. In no event shall an employee by application of this clause, be paid in excess of the rate of pay they were earning prior to their reduction. This paragraph will not apply to the laborer and other related positions now covered by the "time in grade" rules for positions affected by seasonal fluctuations.
- 16.13. Recall to the job a laid-off employee held shall be by application of seniority in reverse order of layoff. An employee who has not qualified for a lower rated job shall not be recalled until the position they held at the time of their layoff again becomes available.
- 16.14. Employees in an affected job and job title having the same starting date shall have their seniority status determined by their examination rank on the eligible list and where ranks do not prevail, seniority shall be determined by lot at the Department of Employee Relations with a Union representative present.
- 16.15. An employee hired on an exempt basis by the City directly into a manpower program or training project, such as the Comprehensive Employment Training Act, which depends for its continued existence on the availability to the City of federal or state funds is not to be regarded as subject to the protection of the provisions of this Article.

- 16.16. An employee hired or promoted by the City on a regular appointment basis under City Service Commission rules and regulations into a program or project which depends for its continued existence on the availability to the City of federal or state funds shall be regarded as subject to the protection of the provisions of this Article. An employee who is transferred into one of these programs or projects who has attained City Service status at the time of entry into the program or project shall continue to accrue seniority during the course of their service in the program or project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the protection of the provisions of this article upon mutual consent of the City and the Union.
- 16.17. Except for employees in positions covered by subsection 16.4., above, employees covered by this Agreement from and after January 1, 1991, shall not be bumped by an employee outside of the Union bargaining unit and shall not have bumping and recall rights to positions outside the Union bargaining unit.

ARTICLE 17

BASE SALARY

- 17.1. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009. This provision shall expire at the end of Pay Period 26, 2011.
- 17.2. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with Article 17 of this Agreement.
- 17.3. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance. Effective Pay Period 1, 2010, there shall be no pay step advancement for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011.
- 17.4. An employee who is promoted to the Bridge Operator Lead Worker job classification

shall receive a new salary anniversary date.

- 17.5. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.
- 17.6. In the event the City discontinues the remote control operations on a permanent basis, an eight dollar biweekly amount shall be subtracted and eliminated from the base salary of Pay Ranges 704 and 710.
- 17.7. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes, in respect to retroactive wages payable under the terms of this Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no later than 60 days from the execution date of the City/Union labor agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.
- 17.8 All employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
- 17.9 During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. For Regular employees two (2) furlough days shall be included in the Fall Job Pick schedule and two (2) furlough days shall be included in the Summer Job Pick schedule. For Seasonal employees two (2) furlough days shall be included in the Summer Job Pick schedule. All furlough days shall be in conjunction with a scheduled 'off day'. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall not be used by either party in any future grievances, prohibited practice complaints, or any other legal actions. This provision shall expire December 31, 2011.

ARTICLE 18

SPECIAL PAY PRACTICES

18.1. An employee assigned to the maintenance crew on a full-day basis, will be paid a premium of \$0.50 per hour for the period of such assignment.

ARTICLE 19

HOURS OF WORK

- 19.1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day. As far as is practicable, this work day shall conform with the established hours of business. This conformity shall not interfere with the special time schedules governing departments operating more than eight (8) hours in each calendar day, nor shall this provision be construed as prohibiting the establishment of rotating or shortened work periods.
- 19.2. The normal work week shall consist of five (5) calendar days. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in Article 20 of this Agreement. 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 Article 20 so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.
- 19.3. "Time Worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other period for which the employee was compensated and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.
- 19.4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided.
- 19.5. The starting times for employees will be as published by the Infrastructure Services

ARTICLE 20

OVERTIME

- 20.1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in Article 19 of this Agreement, which, within established limits, is compensated for in extra time off or in extra pay. Overtime compensation will only be paid for time actually worked.
- 20.2. It is the intention of the City to incorporate into this labor agreement the overtime pay benefits which are provided to employees and the terms and conditions under which they are administered. If there is a conflict between the terms of this article and a City Ordinance pertaining to overtime pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.
- 20.3. All employees in the bargaining unit shall be eligible for overtime compensation.
- 20.4. Overtime compensation shall be as follows:
- a. Compensatory Time:
 - (1) Overtime will be compensated for at the rate of one and one-half (1.5) times the overtime hours actually worked in compensatory time off, except where cash overtime is appropriate as set forth in section (b), below.
 - (2) The accumulated credit for each employee at no time shall exceed 120 hours worked which is the equivalent on a time and one-half (1.5) basis to 180 hours to be taken off.
 - b. Cash Overtime:

Cash overtime may be authorized by the Commissioner of Public Works at his discretion and paid at the rate of 1.5 times the actual overtime hours worked for operating and Maintenance employees of the Department of Public Works.
 - c. Special Overtime Compensation:

For non-scheduled overtime hours which the employee is required to work on

Sundays and on normal City holidays designated in this Agreement, the employee shall be compensated at the rate of one and three quarters (1.75) times regular base salary in compensatory time off or in cash. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in section 19.2, Hours of work. Hours of work affected by this paragraph shall be those which fall on a Sunday or a normal City Holiday.

- 20.5. The Department head or designee shall have the authority to schedule all overtime work to be performed consistent with the provisions of this Article. The City shall have the authority to reduce compensatory time balances.
- 20.6. Application of the provisions of this Article shall not involve pyramiding of overtime.
- 20.7. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

ARTICLE 21

SHIFT AND WEEKEND DIFFERENTIAL

- 21.1. An employee whose normal hours of work fall, in whole or in part, during either the time period beginning at 3:00 p.m. and ending at 11:00 p.m. (second shift) or the time period beginning at 11:00 p.m. and ending at 7:00 a.m. (third shift) shall be entitled to receive, in addition to base salary, the following "shift differential":
 - a. Second Shift: \$0.40 per hour.
 - b. Third Shift: \$0.45 per hour.
- 21.2. Shift premium in the above amounts shall be paid for all hours for which an employee would have received a regular shift assignment but for the fact that the employee was on vacation, 09 day, holiday, sick leave or funeral leave.
- 21.3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of \$0.50 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.60 per hour.
- 21.4. An employee performing work under Article 20 of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

ARTICLE 22

CALL-IN PAY

- 22.1. An employee, who reports for work at a regularly assigned time and who is officially excused and sent home due to lack of work or inclement weather before completing two (2) hours of work shall be credited with two (2) hours of pay at their straight time rate.
- 22.2. An employee who reports to work on a day other than Sunday or a holiday for an emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with Article 20 of this Agreement.
- 22.3. An employee who is required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who is officially excused before completing three (3) hours of work shall be credited with three (3) hours of pay at time and three quarters (1.75); such credit shall be given in cash or compensatory time off in accordance with Article 20.

ARTICLE 23

TERMINAL LEAVE

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

- 23.3. Terminal Leave Compensation benefits shall be made as soon as administratively possible after the employee's effective date of retirement.
- 23.4. An employee shall receive Terminal Leave Compensation only once during their lifetime.

ARTICLE 24

CLOTHING ALLOWANCE

24.1. Losses, including claims pending on the date of this contract, limited to \$500.00 for wearing apparel or tools, sustained by members of the bargaining unit will be considered for reimbursement by a committee of three (3) selected by the Commissioner of Public Works.

24.2. The City will provide a combined clothing and boot allowance as follows:

Bridge Operators - \$80.

Bridge Operators assigned to the Maintenance Crew - \$110.

These allowances shall be paid as soon as administratively practicable after December 31st of each calendar year. An employee must be on the payroll a minimum of eight (8) calendar weeks in a year in order to qualify for this allowance. An employee shall only receive one clothing allowance per year.

24.3. All bargaining unit employees shall procure a pair of boots to be worn during the performance of such duties as cleaning pits. The City may require that the employee wear the pair of boots while engaged in the performance of the duties for which the boots were intended. Maintenance of the pair of boots shall be the responsibility of the employee.

ARTICLE 25

SAFETY SHOE ALLOWANCE PROGRAM

25.1. All employees in the Union who are required to wear an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:

- a. One pair of safety shoes (Classifications USAS Z41.1-1991/75 or the newest ANSI or USAS number identified by the City) must be purchased before the

safety shoe allowance can be granted.

- b. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1991/75 or with the newest ANSI or USAS number identified by the City.
 - c. A dated receipt bearing the name of the employee which clearly shows that one pair of ANSI or USAS Z41.1-1991/75 safety shoes, or the newest ANSI or USAS safety shoes identified by the City, have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.
 - d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.
 - e. The style of the shoe must meet Department requirements.
 - f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.
 - g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.
- 25.2. No employee may participate in more than one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.
- 25.3. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to one hundred and fifteen dollars (\$115) per calendar year. This allowance shall be paid to those employees who comply with the rules stated in 25.1.
- 25.4. Employees must comply with the requirement that safety shoes be worn.
- 25.5. In lieu of direct reimbursement to the employee, payment may be made to an authorized shoe van vendor, if authorized by the employee. This payment option to a shoe van vendor will be implemented if it is offered to all eligible City employees on a department-wide basis or, in the Department of Public Works on a division-wide basis.

ARTICLE 26

TUITION AND TEXTBOOK REIMBURSEMENT

- 26.1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
- 26.2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of 26.1, above, and meets the criteria specified under 26.3 and 26.4, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to an aggregate maximum reimbursement of \$1,200 per year in calendar year 2010 and 2011, of which any portion may be used for reimbursement of costs for required laboratory fees and textbooks.
- 26.3. In order for the employee's courses of study to qualify for reimbursement under 26.2, above, the following criteria must be satisfied:
- a. All coursework and related homework must be done on the employee's own time, except that coursework approved to be on City time by both the employee's department head and the Employee Relations Director may be on City time.
 - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position or a reasonable promotional opportunity in City government.
 - c. Courses must be taken at accredited institutions or schools currently approved by the Personnel Department.
 - d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.
 - e. An employee must submit an application for reimbursement (including a copy of official grade report) to a City-designated administrator on a form provided by the City no later than eight (8) weeks following the last course date of the course for which reimbursement is requested. All receipts for tuition and

required textbooks must be submitted with the application within this eight-week time limitation.

- 26.4. An employee must remain in service for a six-month period after receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
- 26.5. Payment of reimbursement described under 26.2, above, shall be made as soon as administratively practicable after the reimbursement application and evidence of successful completion of the approved course(s) of study is received. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet criteria in Article 26.3., payment will be deducted from the employee's paycheck.
- 26.6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
- 26.7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 27

SICK LEAVE

- 27.1. Eligibility for sick allowance shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.
- 27.2. Permanent full-time employees shall earn 15 working days' sick leave with pay during each year of service up to an accumulated 120 working days in the "normal sick leave account."
- 27.3. The maximum sick leave accrual for all employees will be capped at 120 days.
- 27.4. Management will meet with employees to discuss sick leave records prior to the issuance of any sick leave warning notices.
- 27.5. The City shall maintain and verify the official sick leave records. The sick leave

record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.

27.6. An employee will not be subject to home visits or phone calls if the employee has not used sick leave for 26 consecutive pay periods, so long as the employee is not subsequently issued a Sick Leave Control Letter. If an employee is issued a Sick Leave Control Letter, the employee will again be subject to home visits and phone calls until such time as the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control Letter. During Pay Period 1 of each fiscal year, the Division will identify employees who have not used sick leave during the previous fiscal year and will release them from the home visit/phone call requirement. Employees who, in a pay period other than the last pay period of a fiscal year, complete 26 consecutive pay periods with no sick leave use are responsible for notifying the Division of such completion if they wish to be released from the home visit/phone call requirement. For purposes of this section, "fiscal year" shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.

27.7. It is the intention of the City to incorporate into this labor agreement the sick leave benefits which are provided to an employee and the terms and conditions under which they are administered. If there is a conflict between the terms of this Article and City Ordinance, City Service Commission Rule or Regulation pertaining to sick leave pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.

27.8. Sick Leave Control Incentive Program

- a. The Sick Leave Control Incentive Program shall be in effect beginning Pay Period 1, 2010, and ending Pay Period 26, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2011.
- b. The trimester periods for each calendar year are defined as follows:

Trimester 1 - Pay Period 1-9

Trimester 2 - Pay Period 10-18

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

- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
 - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
 - (2) During the full term of the trimester, the employee was in active service; and
 - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours; and
- d. An employee on seasonal layoff who meets all the criteria set forth in section 27.8.c., except for the fact that he/she was on seasonal layoff status for two (2) pay periods or less during the trimester, shall be eligible for a trimester sick leave control incentive benefit as provided in section 27.8.e. on a prorated basis.
- e. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Division-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Division/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Division/Department head):
 - (1) A special sick leave incentive payment
An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to eight hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall

it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as administratively practicable following the close of the Trimester Period in which they were earned.

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off 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 at least forty-eight hours notice in advance of the date requested, management approves the requested date and no overtime results for any employee because of the requested day. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. Decisions by the employee's supervisor with respect to the availability of the date the employee has requested shall be final.

ARTICLE 28

VOLUNTARY POLITICAL CHECK-OFF

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

ARTICLE 29

DUTY INCURRED DISABILITY PAY

29.1. An employee with regular Civil Service status, who sustains an injury while

performing within the scope of their employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive up to 80% of his/her base salary, as "injury pay," in lieu of Worker's Compensation for the period of time he/she may be temporarily, totally or partially, disabled because of this injury, not to exceed a total of one calendar year. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such pay period shall not exceed the amount of net pay he/she would have received if he/she had not been on "injury pay" during such pay period. For purposes of this Article, net pay is defined as the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he/she is determined to be eligible for "injury pay". For an employee receiving less than eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such hours shall be 80% of his/her base salary.

29.2. An employee may not receive "injury pay" for more than one year (250 working days) during their employment regardless of the number of compensable injuries sustained. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the employee may not receive less than the minimum amount required by the Worker's Compensation Act.

29.3. In providing injury pay in an amount as indicated in 29.1. and 29.2., above, the employee agrees to allow the City to make the applicable payroll adjustment to his/her biweekly pay check and to make no subsequent claim for this amount whatsoever. This deduction shall be administered so as not to reduce the employee's pension benefits. For purposes of interpretation of the provisions of this paragraph, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay period he/she is receiving injury pay.

29.4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial, disability benefits under the

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

- 29.5. Questions involving eligibility for "injury pay" shall be determined under the applicable law and the substantive and procedural rules of the Department of Workforce Development (formerly 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 Workforce Development and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.
- 29.6. Notwithstanding 29.1 through 29.5, above, an employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to "injury pay" (Duty Incurred Disability Pay).
- 29.7. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the applicable employee deduction from injury pay benefits provided for in section 29.3., above.

ARTICLE 30

LONG TERM DISABILITY PROGRAM

- 30.1. The City will offer a Long-Term Disability ("LTD") Benefit Program.
- 30.2. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. LTD benefits will begin only after all other temporary disability benefits, such as accumulated sick leave, have been exhausted.
- 30.3. 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.

- 30.4. 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.
- 30.5. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

ARTICLE 31

VACATIONS

- 31.1. An employee shall earn vacation time in the following manner:
- a. 3.4 hours per pay period for employees who have completed less than 4 years creditable service.
 - b. 5.0 hours per pay period for employees who have completed at least 4 but less than 9 years of creditable service.
 - c. 6.5 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service.
 - d. 8.0 hours per pay period for employees who have completed at least 14 years of creditable service.
- 31.2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under 31.1. An

employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro rata basis. Hours on the payroll in excess of eighty (80) hours in a pay period shall not count toward vacation accrual.

- 31.3. Eligibility for, and accumulation of vacation shall begin upon appointment to a position eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
- 31.4. The maximum amount of vacation an employee can maintain in his/her vacation account shall be as follows:
- a. 128 hours for employees who have completed less than 4 years of service.
 - b. 168 hours for employees who have completed at least 4 years of service but less than 9 years of service.
 - c. 208 hours for employees who have completed at least 9 years of service but less than 14 years of service.
 - d. 248 hours for employees who have completed at least 14 years of service.
 - e.
- 31.5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to eighty (80) hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from his/her paycheck. Any employee who leaves the service of the City due to resignation,

retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.

- 31.6. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.
- 31.7. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.
- 31.8. a. In addition to Article 31.8.b below, one of the vacation days earned per fiscal year may be scheduled as a single day off. Anytime during a fiscal year, employees may request the scheduling of such day at least forty-eight hours in advance and the request is subject to the approval of management.
- b. Employees assigned to the Maintenance Crew shall be allowed to schedule one (1) week (five days) of their earned vacation as single days off. Employees shall request the scheduling of these days at least forty-eight (48) hours in advance and the request is subject to the approval of management.
- 31.9. Transitional Vacation Account
- The amount of vacation earned by an employee in 1995 for use in 1996 that was placed in a Transitional Vacation Account (TVA) may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.
- 31.10. Upon written request, the Division Head may credit vacation accounts to compensate employees who take an approved leave of absence of 5 days or less.
- 31.11. When an employee is recalled from a winter layoff, a positive eight hour vacation adjustment will be added to such employee's vacation account. Not more than one eight hour adjustment will be allowed per calendar year.

ARTICLE 32

HOLIDAYS

- 32.1. Employees in classifications covered by this Agreement shall receive time off for work on holidays.
- 32.2. Such days off shall be granted with pay during the non-navigable season at the rate of time and one-half (1 1/2X). The non-navigable season shall be defined as from the first week in December through the last week of April.
- 32.3. Holiday allowance shall be granted at the rate of seven-eighths (7/8) of a day per month at time and one-half (1 1/2X) for all service of less than one (1) calendar year.
- 32.4. Administration and scheduling of holiday benefits shall be controlled by management. Employees shall be allowed to schedule one (1) week of days off for work on holidays as single days off, provided:
- a. A request is made twenty-four (24) hours in advance of the date requested.
 - b. Management approves the requested day.
 - c. No overtime results for any employee because of the requested day.
- 32.5. The recognized holidays are:
- a. New Year's Day (January 1)
 - b. Memorial Day (Last Monday in May)
 - c. Independence Day (July 4)
 - d. Labor Day (First Monday in September)
 - e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year)
 - f. The day after Thanksgiving.
 - g. Christmas Day (December 25)
 - h. The last normal workday before Christmas Day
 - i. The last normal workday before New Year's Day
 - j. Good Friday
- 32.6. Whenever Independence Day (July 4) falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 32.7. Whenever New Year's Day, Independence Day, or Christmas Day falls on a Sunday,

the following Monday shall be observed as a holiday.

- 32.8. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.
- 32.9. An additional day off with pay shall be granted at straight time in recognition of Martin Luther King's birthday subject to the following terms and conditions:
- a. Administration and scheduling of this day off shall be controlled by management.
 - b. A request is made forty-eight hours in advance of the date requested.
 - c. Management approves the requested day.
 - d. No overtime results for any employee because of the requested day.
 - e. Paragraphs 32.1 through 32.8 of this Article, above, shall not apply to this day off given in recognition of Martin Luther King's Birthday.
- 32.10. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.
- 32.11. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observe the law but the operation of the law shall not increase or diminish the number of holidays with pay granted annually.

ARTICLE 33

MILITARY LEAVE

- 33.1. Short Term Military Leave of Absence (Reserve or National Guard Duty) -- Less Than 90 Days Per Calendar Year
- a. Subject to the terms and conditions provided in subsections 33.1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.
 - b. Maximum Amount of Time Off With Pay
 - (1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays,

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

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

- c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under subsection 33.1.b. In all other cases, the employee agrees to allow a payroll adjustment to their biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under subsection 33.1.b.), and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.
- d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following the employee's release from military duty.

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

- a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act

of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 33.2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their position or similar positions.

c. The right to reinstatement provided in subsection 33.2.b., shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

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

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

(b) All Other Active Duty

Subject to Section 673(b), Title 10, United States Code, an employee not covered under subsection 33.2.c (1)(a), shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following the employee's release from active

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

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

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where active duty is not covered by subsection 33.2.c. (1) above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty or one year after the employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

In the event an individual granted a leave of absence for military service under this paragraph fails to meet the requirements provided in subsections 33.2.c(1) or 33.2.c(2), above, or the employee's military service is not covered under these two subsections, the City shall be under no obligation or requirement to reinstate the individual to City employment.

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

33.4. An employee shall be entitled to time off with pay for time spent taking physical or

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

- 33.5. The City shall have the authority to establish rules and procedures that it deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 34

TIME OFF FOR JURY DUTY

- 34.1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.
- 34.2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.
- 34.3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one

day.

- 34.4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty or when under subpoena per 34.2., above for shifts which occur Monday through Friday; if the employee performs jury duty or is under subpoena per 34.2., above on Saturday or Sunday and is scheduled to work a second or third shift assignment(s), the employee will be reassigned to the first shift.

ARTICLE 35

FUNERAL LEAVE

35.1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's grandparent.
- b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. Effective January 2, 2005, for purposes of this Article only, include spouse's sibling's spouse in the definition of brother-in-law and sister-in-law.
- c. Effective January 2, 2005, for purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such as provided under Chapter 111 of the Milwaukee Code of Ordinances.

- 35.2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three work days with pay; these work days shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on an employee's scheduled day off, then the following work

day shall be treated as the day after the funeral for purposes of this article.

- 35.3. In the case of a death of the employee's grandparent the employee may use one work day with pay to attend the funeral of that grandparent.
- 35.4. The Director of Employee Relations is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.
- 35.5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 36

PENSION BENEFITS

- 36.1. Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. These pension benefits shall continue unchanged during the term of this Agreement, except for the following changes:
- a. Creditable service for active military service, as provided in 36-04-1-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. Notwithstanding any provision of Chapter 36-05 of the Milwaukee City Charter and the Rules of the Annuity and Pension Board, for employees retiring on a service retirement allowance on or after January 1, 2005 with at least 5 years of City service, hours worked as a City Laborer-Seasonal or Playground Laborer Seasonal (MPS) shall be taken into account in determining the amount of their service retirement allowance. The additional creditable service earned under this provision shall be granted in accordance with Board Rules and shall not exceed one year of creditable service. The additional creditable service earned under this paragraph shall not be taken into account for any other purpose including, but not limited to determining eligibility for a service retirement allowance under Chapter

36-05-1-d or f, a deferred retirement allowance under Chapter 36-05-6-b-2 or 6-d-2, an early retirement allowance under Chapter 36-05-6-b-3 or 6-c, or eligibility for additional imputed service credit under Chapter 36-04-4.

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

In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010.

This provision shall expire December 31, 2010.

ARTICLE 37

HEALTH INSURANCE

37.1. Benefits

a. Basic Plan

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

- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- (2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension to such maximum of no more than 30 additional days during the calendar year may be allowable where such extension is medically justifiable. All other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall remain unchanged.
- (3) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the

outpatient department of a hospital or in an outpatient treatment facility or a physician's office, that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged, including the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan type of nervous or mental care rendered to a patient without confinement shall be 80% of two thousand dollars (\$2,000) of charges.

- (4) A Utilization Review/Case Management (UR/CM) Program shall cover all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health services. The program would be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Administrator for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee,

or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Administrator for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

(5) A medical "hot-line" as established by the City shall continue. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.

(6) 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 37.1.a.(4) 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.

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

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

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in subsection 37.1.b.(2), 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 37.1.b.(3), the benefits for employees enrolled in an HMO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

- (2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.
- (3) Employees shall be responsible for the following co-payments:
 - (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 37.1.b.(3)(b) and (c), hereunder.
 - (b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
 - (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
 - (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.

(e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:

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

c. Basic Dental Plan

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

d. Prepaid Dental Plans (PDP)

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

e. Cost Containment Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application

of the benefits provided under subsections 37.1.a. through 37.1.d..

- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement.
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix B.

37.2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than 20 hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option.
- b. An employee shall not be eligible for the benefits provided in subsection 37.1, above, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 37.1.c. or 37.1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to participate in the Dental Plan.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 37.1.a. or 37.1.b., for the term of]this Agreement.

- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 37.1.a. or 37.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65; and 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 37.1.a. and 37.1.b. during the term of this Agreement. 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 set forth in subsection 37.2.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 obtained age 65.
- f. 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 37.2.e, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 37.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 37.2.e and shall be subject to the cost of coverage

provisions under Article 37.3.c.(1) or (2).

- 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.

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

a. Employees in Active Service

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

- (a) Except as provided in subsection 37.5., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's 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. [Note: The deduction of January coverage is deducted from the employee's December paycheck.]
- (b) Except as provided in subsections 37.5, below, effective the first full calendar month following implementation of the annual HRA for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
 - i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month 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

37.3.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 for calendar years 2010 and 2011.

(a) Except as provided in subsection 37.5., below, for employees enrolled in a HMO during calendar years 2010 and 2011, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO Plan elected of up to 100% of the calendar year monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 37.1.b., above, having the lowest single enrollment subscriber cost to the City, when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 37.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her

paycheck on a monthly basis.

- (b) Except as provided in subsection 37.5, below, effective October 1, 2009, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
- (c) Except as provided in subsections 37.5, below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:
 - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family
 - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 37.3.a(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
 - iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.
- (d) In addition to the amounts specified in subsections 37.3.a(2)(b)

and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

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

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

(4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsection 37.3.a.(1), above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 2010 and 2011 the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 37.3.a.(1), above.

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

(1) Except as noted below, eligible employees under subsection 37.2.e., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber

cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- (2) Except as noted below, for eligible employees under subsection 37.2.e., 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 37.1.a. or b., above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsection 37.2.e., 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 37.1.a. or 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.

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

(4) Surviving Spouse

The provisions of subsection 37.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 37.2.e. or of this Article.

37.4. Cost of Coverage -- Dental Plan

In calendar years 2010 and 2011, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan. 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.

37.5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time

shall not exceed 50% of the maximum City contributions required under subsections 37.3. or 37.4, above.

37.6. 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 37.1., 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 37.3., 37.4., and 37.5., 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 37.3., 37.4., and 37.5., above, if the provision was not in effect.

37.7. 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 37.1.a. or 37.1.b., the coverage shall be limited to one family plan.
- b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 37.1.a. or 37.1.b. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage

shall be limited to one family plan.

- d. If more than one City retiree is a member of the same family, as the term, "family," is defined in the provisions of the Plans defined in subsections 37.1.a. or 37.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

37.8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 37.1.a. or 37.1.b., above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first twelve (12) months of an employee's authorized leave of absence.

37.9. 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 Section 37.1., above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator.)

37.10. An employee hired on or after January 1, 1982, shall have a 270-day waiting period for a pre-existing condition for the benefits provided in Section 37.1.a..

37.11. Effective Date

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

ARTICLE 38

LIFE INSURANCE

38.1. Amount of Life Insurance Coverage

Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to their annual base salary rate, rounded to the next higher

thousand dollars, so long as they remain in active service and under age 65. Upon attaining age 65, the amount of life insurance coverage to which an employee 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.

38.2. 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).

38.3. Optional Coverage

Changes in supplemental coverage shall be made available to eligible employees following the execution date of this agreement, effective the first day of the next month following next open enrollment (as determined by the City) for supplemental life insurance, under the terms and conditions listed below:

- a. An employee in active service or who later retires on disability (while under the age of 65 and eligible for and taking base coverage) shall be eligible for supplemental life insurance, at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual base salary rounded to the next higher thousand dollars of earnings or in excess of 1.5 times his/her annual base salary rounded to the next higher thousand dollars of earnings at up to \$100,000 of coverage. 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.
- b. 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.

- c. 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.

38.4. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided under 38.4.b. through 38.4.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 38.1., above, upon completion of 180 consecutive calendar days of active service (consecutive means without a break of more than five consecutive days) 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 prior to the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage provided under 38.1., above, the first of the month following his/her eligibility date.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.

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

38.5. Cost of Life Insurance Coverage

An employee eligible for the life insurance coverage described under 38.1., above, who elects such coverage, shall pay to the City an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$35,000, but not greater than 1.5 times his/her annual base salary rounded to the next higher thousand dollars and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual base salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described under 38.1., above.

38.6. 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 38.1., above.
- b. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
- c. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

38.7. 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 39

MUTUAL OBLIGATIONS

- 39.1. The Union covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all the provisions of this Agreement. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.
- 39.2. The City covenants, agrees, and represents to the Union that the City is duly authorized and empowered to covenant for and on behalf of the City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement.
- 39.3. It is intended by the parties that the provisions of this Agreement shall be in harmony with the duties, obligations, and responsibilities which by law are delegated to the Common Council, and these provisions shall be applied in such a manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to the Common Council.

ARTICLE 40

MISCELLANEOUS

- 40.1. The City agrees that the department will notify the Union, at the time requests to fill bargaining unit vacancies are filed with the Board of Estimates, of the job(s) involved in each such request.
- 40.2. The City is in accord with the principle that supervisors should not, as a regular procedure, do work which has normally been assigned only to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the City's operations require some degree of flexibility in that regard in order to meet emergencies, permit experimentation and equipment testing, provide for the training of employees, permit appropriate use to be made of all skills and abilities, and to meet operational needs. If such dispute goes to arbitration, the standards for determining

compliance or non-compliance with this paragraph shall be whether the City has acted without proper regard for the principles stated in this paragraph. Enforcement of this paragraph shall be in accordance with Articles 13 and 14 of this Agreement.

- 40.3. If the City, during the term of this Agreement, transfers an institution, department or a function to another unit of government, the City shall take reasonable steps to persuade the successor agency to retain affected employees under terms and conditions as nearly as practicable the equivalent of those established under this Agreement.
- 40.4. The City will supply the Union with an up-to-date seniority list of employees.
- 40.5. The City's Bus Discount Fare Program shall be extended to employees represented by the Union. The Program shall be as established and administered by the Department of Employee Relations.

ARTICLE 41

TRADING OF WORK SCHEDULES

- 41.1. Bridge Operators may make trades of their work schedules under the following terms and conditions:
- a. The trade must involve a period of one day to a maximum of one week.
 - b. The pay back for the traded period must be within the same pay period.
 - c. A trade must be reported at least 24 hours in advance to, and approved by, the Bridge Operator Supervisor before the trade is made and a copy of the trade agreement with signatures of trading partners must be submitted to the office of the Infrastructure Services Division-Bridges Operations/Maintenance Unit prior to the effective time of the trade.
 - d. A Bridge Operator participating in a trade may not, by reason thereof, work successive shifts.
 - e. No overtime will accrue to any party by reason of a trade.

ARTICLE 42

JOB ASSIGNMENTS

- 42.1. All Bridge Operator assignments, including maintenance crew assignments, shall be made available for picking at the Fall and Spring pick, except at the Fall pick, Bridge

Operators who may be laid off shall not be eligible to select an assignment and shall be assigned as needed.

- 42.2. Bridge Operator assignments shall be made by seniority.
- 42.3. Vacancies in Bridge Operator assignments which occur during the year shall be filled by management.
- 42.4. A Bridge Operator Lead Worker may participate in the selections outlined in subsection 42.1 provided his/her position of Bridge Operator Lead Worker can be filled.

ARTICLE 43

BULLETIN BOARDS

- 43.1. The City will furnish for the Union one bulletin board at each of the agreed upon locations. The board shall be used only for the following notices:
 - a. Recreational and social affairs of the Union.
 - b. Union meetings.
 - c. Union elections.
 - d. Reports of Union committees.
 - e. Rulings or policies of the International Union.
- 43.2. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the City, any of its employees or any labor organization among its employees. No material, notices or announcements which violate the provisions of this section shall be posted.
- 43.3. Any Union-authorized violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin boards.

ARTICLE 44

JOINT LABOR MANAGEMENT MEETINGS

- 44.1. A designated division and union representative shall meet as needed for the purpose of exploring and, if possible, agreeing on practical means not inconsistent with department needs and requirements of giving recognition to the following:
 - a. Seniority preference in areas of practical application.

- b. Matters of safety improvement which may be discussed and recommendations made to the City Labor Negotiator.
- c. On-the-job training opportunities for City employees.

ARTICLE 45

AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 46

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

46.1. Joint City-Union Early Intervention Program a Joint City-Union Early Intervention Program shall be established in accordance with the March 28, 1995 agreement between the City and the Union.

ARTICLE 47

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

47.1. For purposes of construction and interpretation of the various provisions, excluding Article 17.7, this agreement shall be considered to have been executed on the date the successor labor agreement is approved by the Common Council.

ARTICLE 48

SAVINGS CLAUSE

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

section.

ARTICLE 49

ENTIRE AGREEMENT

49.1. The foregoing, including Appendix A and B attached, constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. The parties acknowledge that the City is responsible for implementing the benefits contained in this Agreement. The City may within its discretion implement these benefit provisions by ordinance, resolution or the establishment of administrative procedure. Any such ordinance, resolution or administrative procedure shall not be deemed to be a part of this Agreement.

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

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

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO,
LOCAL #195

CITY OF MILWAUKEE
A Municipal Corporation

BY: _____
Michael Wink, President

Maria Monteagudo
Employee Relations Director

Thomas Ebert
Vice President

Troy M. Hamblin
City Labor Negotiator

Carol Florenza
Recording Secretary

Nicole M. Fleck
Staff Representative

Lynn Harper
Treasurer

Michael Mueller
Bargaining Team Member

FOR THE CITY:

Tom Barrett, Mayor

Willie L. Hines Jr.,
President, Common Council

Ronald D. Leonhardt, City Clerk

W. Martin Morics, Comptroller

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

SIGNATURES

10-11 Labor Contract
labr/lo-195

APPENDIX A

2010-2011 RATES OF PAY

Effective Pay Period 14, 2009 (June 28, 2009), the biweekly rates of pay as follows:

Pay Range 704

Official Rate – Biweekly

\$1,501.49 \$1,535.16 \$1,570.58 \$1,607.89 \$1,647.18

Bridge Operator

Pay Range 710

Official Rate – Biweekly

\$1,580.98 \$1,614.69 \$1,650.07 \$1,687.47 \$1,738.34

Bridge Operator Lead Worker

APPENDIX B

WELLNESS AND PREVENTION

A Wellness and Prevention Program and a Wellness and Prevention Committee shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees, and their family members. The Wellness and Prevention Program shall include an annual Health Risk Assessment (HRA) and may contain, but shall not be limited to, some or all of the following components: benefit 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 Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association (MPA) as determined by the MPA. The City has agreed that one of the nine members shall be from Milwaukee Professional Firefighters' Association Local 215 as determined by Local 215. The City has agreed that one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group. The City has agreed that no other Union except DC 48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

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

the cost of conducting the HRA, on the Wellness and Prevention Program.

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

AGREEMENT

Between

CITY OF MILWAUKEE

And

LOCAL #195, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2010 through December 31, 2011

MEMORANDUM OF UNDERSTANDING
 Between
 LOCAL #195, IBEW, 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 on January 1, 2010, and expiring December 31, 2011. The negotiating committee for Local #195, IBEW, AFL-CIO, (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 Local #195, IBEW, AFL-CIO, 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 _____, 2009

Representatives of Local #195, IBEW, AFL-CIO	City of Milwaukee Negotiating Team