MEMORANDUM OF AGREEMENT

Between

THE CITY OF MILWAUKEE

and

LOCAL #494, IBEW, AFL-CIO

DEPARTMENT OF PUBLIC WORKS

ELECTRICAL GROUP

June 1, 2010 – May 31, 2012

CITY OF MILWAUKEE
AND
LOCAL #494, IBEW, AFL-CIO
ELECTRICAL GROUP

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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 #494, IBEW, AFL-CIO, DEPARTMENT OF PUBLIC WORKS, ELECTRICAL GROUP, 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 June 1, 2010, and ending at 12:01 a.m. on June 1,2012. However, following approval or adoption of this Agreement by the Common Council and Mayor, both parties may agree to an extension beyond that date.

1.2. Within 30 calendar days following Common Council adoption of this Agreement, the Union shall give the City written notice in accordance with the NOTICES provision of this Agreement, indicating areas in which changes are requested in a succeeding labor Agreement; conferences and negotiations shall be carried on by the parties within 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

NOTICES

4.1. 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.

4.2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the Business Manager of the Union.

4.3. By mutual consent, the City and the Union may waive the certified mail requirement provided above where they deem it appropriate.

ARTICLE 5

MANAGEMENT RIGHTS

5.1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and that the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish reasonable work rules. Any dispute with respect to these work rules shall not in any way be subject to advisory or final and binding arbitration, but any dispute with respect to the reasonableness of a work rule(s) may be submitted to fact finding pursuant to Section 111.70 of the Wisconsin Statutes.

5.2. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.

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

5.4. The City reserves the right to discipline or discharge for just cause. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where continuation of such work would be wasteful and unproductive. 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.

5.5. The Union recognizes that 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, except as limited herein. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City will not lay off any employees who have completed their probationary periods and have regular civil service status at the time of the execution of this agreement because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform said work; provided, however, that the economies 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.

5.6. The City will give a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting.

5.7. The Union recognizes the right of the City to make assignments of employees with the same job title within any position in the Department represented by the Union and encourages the City to utilize the right for training, to minimize layoffs and to accomplish its functions in a most expeditious manner.

ARTICLE 6

RECOGNITION

6.1. 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.

6.2. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.

6.3. In the event new positions which align with the electrical industry not now covered by the recognition provisions of this Agreement are created by the City through action of

the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit and they shall also be covered by the Agreement between the Union and the City.

ARTICLE 7

UNION NEGOTIATING COMMITTEE

7.1. 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 50 work-hours for time spent in attendance at official negotiating meetings between the City and the Union. No payment will be made for time outside the representatives' normal workday 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.

7.2. 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.

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

ARTICLE 8

LIMITATIONS UPON UNION ACTIVITY

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

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

ARTICLE 9

BULLETIN BOARDS

9.1. The City will furnish for the Union one bulletin board at each agreed upon location. The bulletin boards 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.

9.2. 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.

9.3. Any Union-authorized violations of this section shall entitle the City to immediately cancel the above provisions of this Article and remove the bulletin boards.

9.4. The agreed locations shall be each of the specialty areas.

ARTICLE 10

DUES & FAIR SHARE DEDUCTIONS

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

10.2. 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.

10.3. 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 each appropriate and affiliated local, and pay this amount to the Treasurer of the Union within ten (10) days after the payday from which the deduction was made. The City reserves the right to stop, withhold or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.

10.4. The Union shall file a report with the City Labor Negotiator 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 City Labor Negotiator at least four (4) weeks before the start of the pay period in which the changed deduction is to be effective.

10.5. The dues or fair-share deduction will be made to the Union which represents the employee the majority of his/her time in the pay period. If the time is equal, the dues or fair-share deduction will be made to the Union representing the employee the majority of time in the last week of the pay period.

10.6. 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, departments or divisions 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.

10.7. 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.

ARTICLE 11

SAFETY COMMITTEE

11.1. Annually during the term of this Agreement or any extension thereof, the Union shall submit to the appropriate DPW Division Head the names of five current bargaining unit employees and the Division Head shall select from said list two employees to serve on the Division's Safety Committee, notifying the Union and the employees of their selection.

The first of the two employees selected by the respective Division Head shall be appointed to the Committee on the date of their selection and shall serve a one-year term. The appointment of the second person selected shall also be for a one-year term effective 6 months after the date of selection by the respective Division.

11.2. Names of employees who have served on the Committee shall not be resubmitted to the respective Division as being eligible for appointment until at least one calendar year has elapsed from the expiration of his/her last appointment.

11.3. This provision shall not result in enlargement of the present committee nor affect its present composition.

ARTICLE 12

TRAINING ADVISORY COMMITTEE

12.1. The composition and responsibilities of the Training Advisory Committee shall be in accordance with the separate agreement between the parties establishing the apprenticeship program.

ARTICLE 13

PROHIBITION OF STRIKES AND LOCKOUTS

13.1. 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.

13.2. 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, in writing, order its members to return to work, 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 the Union 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 the strike, directly or indirectly.

13.3. 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.

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

13.5. In the event of a dispute arising as to whether or not the City has locked out employees, the dispute shall be determined in final and binding arbitration as set forth in this Agreement.

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. Newly hired probationary employees who are disciplined or discharged for any reason during their probationary periods shall not have recourse to the Grievance Procedure or Arbitration Procedure Articles of this Agreement.

14.3. An employee may elect to pursue a matter under the provisions of this article or may pursue it through established Civil Service procedures if the employee is eligible and if the issue is appropriate under Civil Service rules. The employee may pursue the matter under the grievance procedure or the Civil Service procedure but not both.

14.4. 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 five (5) working days of the occurrence of the incident leading to the grievance.

14.5. 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 receiving 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.

14.6. Step Three. If the grievance is not settled at the second step, the Union or the employee shall have the right to make an appeal in writing within ten (10) working days of the receipt of the second step answer to the Department Head or his/her designee. The Department Head or his/her designee shall confer with the aggrieved employee and the Union and notify the aggrieved employee and the Union of a decision in writing within ten (10) working days from the date of such meeting.

14.7. If a Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, either party may proceed to the next step as provided.

14.8. Step Four. If the answer of the Department Head upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees held periodically for that purpose. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until the meeting has occurred or the parties by written agreement have waived such meeting.

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

14.10. Time Limit for Filing and Advancement

a. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or any appeal thereof within the specified time limits, the Union may treat the grievance as denied at that step and immediately appeal the grievance to the next step.

b. The term, "working days," as used in this Article shall mean the days in which regular City business is conducted, exclusive of weekends and holidays.

c. The time limits set forth in this Article may be waived by written consent of both parties.

d. By written agreement, the parties may waive any of the steps set forth in the Grievance Procedure.

ARTICLE 15

ARBITRATION PROCEDURE

15.1. No item or issue may be the subject of arbitration either advisory or binding, unless such 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 provisions of this Agreement.

d. Disputes or differences regarding classifications of positions, promotion of employees, and elimination of positions, except as provided in the contracting and subcontracting provisions.

e. Any pension matter.

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 for any reason, rights to arbitration either advisory or binding 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 his/her discipline or discharge case heard by the City Service Commission under the provisions of Section 63.43 of the Wisconsin Statutes or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived his/her 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 his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. 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 60 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 by mutual consent extend the period in writing.

15.13. All joint 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. Definitions

a. Seniority for layoff purposes will be the relative status of employees in a specialty area based upon regular appointment to a particular job title within the bargaining unit, to which will be added, in case of a reduction of an affected employee to a lower classification, the seniority the affected employee had in other job titles within the bargaining unit.

b. The term "specialty area" shall mean one of the following:

1. Communications.
2. Street Lighting.
3. Traffic.
4. Special Electrical Services (work locations other than 1-3, above).

16.2. Seniority Listing

a. The City shall provide the Union with current seniority lists when the parties meet as required in 16.3.a. or 16.4.a.

b. Employees who have the same starting date shall have their seniority status determined by City service examination grade. If the grades are not determinative, seniority shall be determined by lot.

c. Seniority shall be broken if an employee:

1. Retires.
2. Resigns from City employment.
3. Is discharged and the discharge is not reversed.
4. Is not recalled from layoff for a period of three (3) years; provided, however, that this period shall be extended to a total of five (5) years if the employee is employed in the electrical industry during the additional two (2) year period.
5. Is recalled from a layoff and does not report for work within three (3) calendar weeks of the date on which he/she was to report for work.
6. Does not return at the expiration of a leave of absence.

d. Apprentices who complete their indenture will receive seniority as Electrical Mechanics starting on the same day of the 27th pay period prior to the completion date of their indenture.

16.3. Short Term Layoff

A short-term layoff shall be a layoff of 15 working days or less.

a. The City shall notify the Union immediately of the situation and will meet with the Union within three (3) working days to fully apprise it of its reasons for layoff, and the expected duration thereof.

b. Layoff will be on a seniority basis within the affected specialty area with the least senior employee being the first to be laid off. An employee in a higher classification may displace an employee in a lower classification provided he/she shall displace the employee with the least seniority in the next lower classification within the affected specialty.

c. During the first short-term layoff of a calendar year, apprentices shall not be laid off. Should additional short term lay offs occur within the same calendar year, 16.4.e. shall apply.

d. Employees shall be notified of the date of recall from layoff as soon as possible after the City has established it.

e. Should it become known by the Department that events will cause the short term layoff to be extended, the Union will be notified within three (3) working days prior to the expiration of the original layoff period and the parties will meet to discuss extension of the short term layoff provisions of this Agreement or application of the long term layoff provisions of this Agreement with the exception of 16.4.a..

16.4. Long Term Layoff

A long term layoff shall be a layoff of greater than 15 working days duration.

a. When the City determines a long term layoff is necessary, it shall give the Union notice promptly and in no case less than two (2) weeks prior to the effective date of the layoff of the first employee. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs.

b. The employee with the least seniority in the job title within a specialty area shall be laid off.

c. An affected Electrical Mechanic may displace the least senior Electrical Mechanic in another specialty area if he/she passes an examination as to proficiency in the specialty area or his/her qualifications have been acknowledged by the City.

1. An Electrical Mechanic who is laid off but has sufficient seniority to bump into a different specialty area may, within six (6) calendar months of the

effective date of his/her layoff, request a final opportunity to take a test(s) for placement in a specialty area. The request shall be made in writing to the Department of Employee Relations' Personnel Analyst for the Certification and Labor Activity Staff and shall specify which test(s) are to be taken. The test(s) shall be given and scoring completed within thirty (30) days of the date, which is the end of the six (6) month period following the layoff.

2. Management retains the right to transfer or retransfer said employee in accordance with the Management Rights article as the nature of its operations requires.

d. The employee to be laid off may displace the least senior employee holding a job title in the same or lower pay range in any specialty area if:

1. The affected employee has more seniority.
2. The employee has the physical capability of performing the assignment of the employee with lesser seniority.
3. The position to which he/she transfers is not paid at a higher rate.

e. If the City determines that the number of Electrical Mechanics must be reduced, employees occupying the title of Electrical Mechanic Apprentice shall be laid off first.

f. Notification

1. An employee who will be laid off shall be given written notice five (5) working days prior to the date his/her layoff begins except when the layoff is a conversion from a short-term layoff. If the layoff is a conversion from a short-term layoff, the individual on layoff will be notified as soon as possible after the meeting required in 16.3.e., above, takes place.
2. The City shall notify each laid off employee at least two (2) weeks prior to the date he/she shall report to work when the duration of the work will be greater than five (5) working days.

16.5. Recall

a. Recall of the laid off employee shall be by application of seniority in the reverse

order of layoff.

b. An employee who refuses recall for work, which is of five (5) working days duration or less shall not have his/her seniority rights changed by that refusal.

c. No new employee will be hired in any specialty area until an employee who occupied the same or a higher job title as the vacant position and who is laid off from City employment has been offered the position.

d. An Electrical Mechanic who accepts an offered position as an Electrical Mechanic shall serve a four month probationary period if the offered position is in a specialty area different than he/she has worked under as an Electrical Mechanic within the last three years immediately prior to being laid off. An employee who rejects such position shall not be recalled until the position he/she held at the time of his/her layoff again becomes available.

16.6. An employee promoted to a management or supervisory position from a position within the certified bargaining unit will not accumulate seniority during the initial one year probationary period in the new position, but will retain earned seniority up to the date of the promotion. If he/she is terminated, resigns or is laid off during this initial one year probationary period he/she may be returned to a job or job title he/she previously held in the bargaining unit in accordance with his/her previously earned seniority in the job or job title.

16.7. There shall be no lay-offs during calendar year 2010 with the exception of seasonal layoffs and loss of grant funding. This provision shall expire at the end of Pay Period 26, 2010.

ARTICLE 17

BASE SALARY

17.1. The wages paid to employees covered by this Agreement shall be changed as follows and be in accordance with the Hourly Construction Rates Ordinance as adopted by the Common Council and any other related ordinances and appropriate amendments.

a. Electrical Mechanic.

Except as provided in 17.1.a.2., below, Electrical Mechanics shall be paid an hourly wage rate based on a percentage of the minimum hourly wage rate for the

outside position of Journeyman Wireman as follows:

1. Effective Pay Period 12, 2010 through Pay Period 11, 2012 - 95% of the minimum hourly wage rate that became effective June 1, 2009, for the outside position of Journeyman Wireman (the outside rate as of June 1, 2009, was $31.10 per hour).

   The above percentages shall be used to calculate the hourly wage rate for Electrical Mechanics covered by this Agreement. For purposes of interpretation and construction of the provisions of this Article, the hourly wage rate for Journeyman Wireman shall mean the minimum hourly wage agreed upon in the contract(s) between Local 494, IBEW, AFL-CIO and the National Electrical Contractors Association-Milwaukee Chapter for the period from June 1, 2007, up to and including May 31, 2010, provided, however, that, for calculation purposes, the minimum hourly wage rate for Journeyman Wireman from which the hourly wage rate for Electrical Mechanics covered by this Agreement is calculated shall be reduced by an amount equal to any reduction or elimination of any Fund Contributions below an aggregated amount of $19.74 per hour for all Fund Contributions. The Fund Contributions referred to in this provision are defined as those amounts contributed to the Local 494, IBEW, AFL-CIO, Health and Welfare Fund, Pension Fund, and Vacation Fund, and which totaled $19.74 per hour as of June 1, 2009.

   (b) Except as specified above, any required changes in City rates of pay shall become effective the pay period in which the first day of the pay period is nearest to the next June 1 following the date of the changes in the contract between the Union and the Contractor's Association.

2. A newly appointed Electrical Mechanic who has not successfully completed the City of Milwaukee Electrical Mechanic Apprenticeship program shall receive an hourly rate of pay equal to ninety percent (90%) of the hourly rate of a City Electrical Mechanic while serving his/her initial probationary period as an Electrical Mechanic. Upon successful completion of his/her

probationary period, he/she shall advance to the hourly rate received by non-probationary City Electrical Mechanics effective the next pay period following completion of the probationary period. An Electrical Mechanic who is hired at the probationary rate shall become eligible for the non-probationary rate after six months of probationary service or upon satisfaction of City Service Commission requirements regarding Probationary Period, whichever is earlier.

b. Electrical Mechanic Apprentice.

1. The rates for an Electrical Mechanic Apprentice are as follows:
The rate for step one shall be 50% of the hourly rate of the Electrical Mechanic. The rate for step two shall be 60% of the hourly rate of the Electrical Mechanic. The rate for step three shall be 75% of the hourly rate of the Electrical Mechanic. The rate for step four shall be 90% of the hourly rate of the Electrical Mechanic.

2. Changes in the rates for this classification shall be effective for the same pay period(s) as for the changes for employees occupying the classification of Electrical Mechanic.

3. An employee of the Department of Public Works who is appointed directly as an Electrical Mechanical Apprentice and who has an hourly rate of pay higher than an Electrical Mechanic Apprentice shall either retain the higher rate of pay or receive the third step of the Apprentice pay range, whichever is lower. The employee shall retain this rate of pay unchanged until such time as the step of the Apprentice pay range to which the employee is entitled by virtue of his/her years of service as an Electrical Mechanic Apprentice equals or exceeds this rate of pay. Then, the employee shall be compensated at the applicable step, which equals or exceeds his/her former rate.

c. Electrical Worker

1. The rates for an Electrical Worker are as follows:

(a) The rate for step one shall be 59% of the hourly rate of the outside

Journeyman Wireman. The rate for step two shall be 63% of the hourly rate of the outside Journeyman Wireman. The rate for step three shall be 68% of the hourly rate of the outside Journeyman Wireman.

(b) An employee in this classification may be eligible for step four which is 73% of the hourly rate of the outside Journeyman Wireman if he/she receives the recommendation of the Electrical Worker Review Committee and the approval of the Division Head for the Division in which the Electrical Worker is employed. The Electrical Worker Review Committee shall consist of two representatives of the City and two representatives of the Union. The Review Committee shall develop such forms as are necessary to document the review of Electrical Workers. If an Electrical Worker is unsuccessful in his or her application for Step Four pay, he or she may reapply after one year, unless the Committee states a different period.

(c) During the term of the 2010-2012 Agreement, there shall be no pay step advancement for employees in the Electrical Worker classification.

2. Changes in the rates for this classification shall be effective for the same pay period(s) as the changes for employees covered by this Agreement occupying the classification of Electrical Mechanic. For calculation purposes, the minimum hourly wage rate for Journeyman Wireman from which the hourly wage rate for Electrical Workers is derived shall be calculated in the same manner as is the minimum hourly wage rate for Journeyman Wireman from which the hourly wage rate for Electrical Mechanics is derived.

3. An employee who enters the Electrical Worker classification from a classification, which has a maximum hourly rate less than the maximum hourly rate of the Electrical Worker classification shall be paid at the lowest numbered step which pays more than the hourly rate he/she previously received.

17.2. The wages of employees shall be paid biweekly.

17.3. The City reserves the right to make corrections of errors to the Salary Ordinance(s) if they are found. The City and Union agree that the City may recoup by setoff from employees' paychecks any overpayments to employees.

17.4. The City reserves the right to make changes in the Salary Ordinance(s) to reflect classification changes recommended by the City Service Commission. This item shall not be subject to either advisory or binding arbitration.

17.5 All employees shall participate in direct deposit of paychecks.

17.6 There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. Furloughs, if any, in 2012 shall be as determined by the City. 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 during the term of this Agreement. 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 at the end of Pay Period 11, 2012.

ARTICLE 18

SPECIAL PAY PRACTICES

18.1. Whenever an Electrical Mechanic is assigned a duty or responsibility as described in 18.1. a. through 18.1. i., below, he or she shall be paid a premium of one dollar and fifty cents ($1.50) per hour:

a. Crew Chief assigned for the full workday to supervise a crew of four or more employees who may occupy the title of Electrical Mechanic, Electrical Worker or Laborer;

b. Crew Chief assigned to supervise two or more members on a pole crew or traffic cable crew;

c. Crew Chief assigned at the beginning of the workday (paid for all hours actually assigned and worked as a Crew Chief);

d. "Relief" Crew Chief assigned for a minimum of three (3) hours (and thereafter

paid for all hours actually assigned and worked as a Crew Chief);

e. Duty electrician assigned to work a weekend and/or holiday at the Canal Street Shop;

f. Dispatcher in the Street Lighting, Traffic or Communications Sections assigned to assist management with the daily office administration of communication and traffic activities;

g. Crew Chief or lead worker assigned as the lead person on a job in the Operations Division or Water Works;

h. Designated electrician for a DPW Division or other City Department;

i. Designated to hold the Type C Contractors Electrical License for the City.

18.2. An Electrical Mechanic who is regularly assigned to rotating telephone switch maintenance duties shall be paid a premium of one dollar fifty cents ($1.50) per hour for each hour actually worked. Except as provided herein, under no circumstances shall an employee be paid this premium for any paid or unpaid time off; and unpaid time off shall include CTO (compensatory time off).

18.3. An Electrical Mechanic assigned duty as "On-Call Mechanic" shall be paid fifteen dollars ($15) per day for each weekday (Monday through Friday) and thirty-six dollars ($36) for each weekend day or holiday provided he/she is required to carry a communication device outside of his/her regularly scheduled hours of work on such weekdays, weekend days or holidays and provided he/she is available to respond to calls for service during such days. For example, an Electrical Mechanic assigned duty as " On-Call Mechanic" from 4:00 p.m. Friday to 8:00 a.m. on the following Monday shall be paid as follows:

$15: 4:00 p.m. Friday to 12:00 a.m. Saturday

$36: 12:00 a.m. Saturday to 12:00 a.m. Sunday

$36: 12:00 a.m. Sunday to 12:00 a.m. Monday

$15: 12:00 a.m. Monday to 8:00 a.m. Monday.

18.4. Year-round employees shall be eligible for a tool allowance of forty dollars ($40.00) per calendar year.

18.5. Effective upon execution of the 2004-2007 City-Union Agreement, on a one-time basis,

the City shall provide reimbursement for the CDL license (not including renewals) of employees who are newly required to hold a CDL if such employees were appointed to a position represented by the Union prior to the establishment of the job requirement that employees must obtain a CDL.

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

19.2. The normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in the OVERTIME provision of this Agreement as long as any change in an employee's work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in the OVERTIME provision so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in his/her work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.

19.3. Any time period for which the employee is compensated at his/her base rate of pay shall be counted into the 8 hour day or 40 hour week for the purpose of computing overtime.

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.

ARTICLE 20

OVERTIME

20.1. Overtime means authorized work performed outside the regularly scheduled eight-hour shift or in excess of the regularly scheduled 40-hour week as defined in the HOURS OF WORK article of this Agreement, or for work performed on holidays, 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 are 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 20.4.b..

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

b. Cash Overtime:

1. Cash overtime may be authorized at the sole discretion of the Commissioner of Public Works and paid at the rate of one and one half (1.5) times the actual overtime hours worked for operating and maintenance employees of the Department of Public Works during declared emergencies.

c. Special Overtime Compensation:

1. For any continuous time worked in excess of twelve (12) hours, twenty-five

cents ($0.25) shall be added to the employee's base salary and the employee shall be compensated at the rate of one and one-half (1.5) hours in compensatory time off or in cash.

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

d. Notwithstanding the provisions of 20.4.a., 20.4.b., and 20.4.c., an employee shall not receive overtime compensation until he/she has worked at a straight-time rate the same number of hours that he/she took as unexcused hours during the normal work day, provided that the unexcused hours and the work in excess of normal hours of work occur in the same day.

20.5. Weekend and holiday emergency calls and holiday scheduled assignments will be made to those persons eligible under the lost time make-up agreement.

20.6. 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.

20.7. Application of the provisions of this Article shall not involve pyramiding of overtime.

20.8. 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 who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 21.a. or 21.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:

a. Second Shift ---- 3:00 p.m. to 11:00 p.m. $0.40 per hour.

b. Third Shift ----- 11:00 p.m. to 7:00 a.m. $0.45 per hour.

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, 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 the OVERTIME provision of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

ARTICLE 22

REPORTING PAY

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

22.2. An employee who refuses an assignment in accordance with Department of Public Works work rules for inclement weather will not receive two (2) hours reporting pay and will not be penalized eight (8) hours on the lost time listing.

22.3. An employee who reports to work on a day other than Sunday or a holiday for an emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME provision of this Agreement.

22.4. An employee who is required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who is officially excused before completing three (3) hours of work shall be credited with three (3) hours of pay at

time and three quarters (1.75); such credit shall be given in cash or compensatory time off in accordance with the OVERTIME provision of this Agreement.

22.5. An employee assigned to City telephone switch duties who is required to report to a City-owned work site for an emergency overtime assignment to address a switch malfunction shall be credited with three (3) hours of pay in accordance with 22.3, above, if required to so report on a day other than a Sunday or a Holiday, or in accordance with 22.4, above, if required to so report on a Sunday or Holiday; such credit shall be given in cash or compensatory time off in accordance with the OVERTIME provision of this Agreement.

22.6. An employee assigned to City telephone switch duties who is required to address a switch malfunction on an emergency overtime basis and who is able to address said malfunction from a non-work location using City-provided portable diagnostic equipment shall be credited with one and one-half (1.5) hours of pay at time and one-half (1.5) if required to address the malfunction on a day other than a Sunday or a Holiday or with one and one-half (1.5) hours of pay at time and three-quarters (1.75) if required to address the malfunction on a Sunday or Holiday; such credit shall be given in cash or compensatory time off in accordance with the OVERTIME provision of this Agreement.

ARTICLE 23

LOST TIME CALL SYSTEM

23.1. The Infrastructure Services Division will apply the lost time call system in the Street Lighting specialty area.

23.2. When work on an overtime day is required, employees in Street Lighting will be offered such work according to classification with the employee having the most lost time or short time days in each classification being offered first opportunity to work on such overtime day except when individuals or a crew have to continue an assignment for construction or other abnormal work on which they worked during the normal work week or to continue an emergency assignment they started on a previous overtime day(s).

23.3. Call-in procedures for weekend and holiday emergency calls for Electrical Mechanics

working in the Street Lighting Specialty area of the Infrastructure Division shall be developed by the Division. Changes to such procedures may be made after consultation with the Union.

23.4. When the nature of the work being performed under the Department of Public Works Inclement Weather Policy entails exposure to severe weather, the supervisor may assign additional employees as deemed necessary.

23.5. A refusal to work on an overtime day except for reasons prescribed in Department work rules shall to that extent constitute a discharge of the City's obligation to allow the employee to make it up.

23.6. If there are no employees in the specialty area who lost time because of application of the Division's Inclement Weather Policy, present Division policies for distribution of overtime pay shall continue to apply.

ARTICLE 24

TERMINAL LEAVE

24.1. 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 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.

24.2. 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.

24.3. Terminal leave compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.

24.4. An employee shall receive terminal leave compensation only once during his/her lifetime.

ARTICLE 25

TUITION AND TEXTBOOK REIMBURSEMENT

25.1. Tuition and textbook reimbursement shall be in accordance with Veteran's Administration benefits pertaining thereto. In no event shall there be any duplication of these benefits paid to the employee.

25.2. a. In the event that an employee is ineligible to receive tuition, textbook, lab fees or required equipment reimbursement under the provisions of Section 25.1., above, and meets criteria specified under 25.3 through 25.5, below, the City shall provide reimbursement to the employee for the tuition, laboratory fees, required textbooks and/or equipment of approved courses of study for up to a maximum of $1,000

b. Any portion of the combined maximum Tuition Reimbursement benefit may be used for courses that are less than three (3) weeks in duration and that are approved by management.

c. Employees may use up to $100 of the maximum tuition benefit for the payment of professional dues in the following organizations: Electrical Maintenance Engineers, International Electrical Inspectors, or others approved by the employee's respective Division Head.

25.3. All courses of study for which reimbursement is requested by an employee under the provisions of 25.2 shall be job related and approved by a City-designated administrator before any reimbursement is paid to the employee.

25.4. In order to qualify for reimbursement under 25.2., an employee must submit an application for reimbursement and a satisfactory final grade report or completion statement to a City-designated administrator within eight (8) weeks of the last course date. Pursuant to the established City guidelines, conferences, conventions, and 1-2 day seminars do not require a completion statement.

25.5. Pursuant to the established City guidelines, an approved course of study shall be deemed successfully completed if the final grade represents the minimum grade point average required for a degree, diploma, or certificate.

25.6. Payment of reimbursement 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 receive by the City-designated administrator.

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

25.8. 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.

25.9. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet all criteria determined by the Training and Development Services Unit as necessary for payment for courses, payment shall be deducted from the employee's paycheck.

25.10. Coursework approved to be on City time by both the employee's Department Head and the Employee Relations Director may be on City time. Employees granted time off with pay under this provision will be eligible for tuition reimbursement as specified in Section 25.2 of this Article, above.

ARTICLE 26

SICK LEAVE

26.1. "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.

26.2. a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular or exempt appointment, but accumulations shall be retroactive to the time of regular or exempt appointment.

b. Whenever an employee eligible for sick leave allowance leaves the service of one City Department or the Milwaukee School Board and accepts, (by certification of transfer), service in a position in another City Department or the Milwaukee

School Board, obligations for any accumulated sick leave allowance shall be assumed by the new department. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.

c. Whenever an employee eligible for sick leave allowance is laid off, any unused accumulated sick leave shall continue in effect if the employee is rehired by any City department within three years.

d. Sick leave shall automatically terminate on the date of retirement of the employee.

26.3. Permanent full-time employees shall earn 15 working days of sick leave with pay during each year of active service accumulative up to an accumulated 120 working days in the "normal sick leave account."

26.4. 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 any 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.

26.5. 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 shall release them from the home visit/phone call requirement. Employees who complete 26 consecutive pay periods with no sick leave use in a pay period other than the last pay period of a fiscal year 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.

26.6. Sick Leave Control Incentive Program

a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 2, 2010, and ending at the end of Trimester 1, 2012. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 1, 2012.

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 appropriate

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

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours; and

(4) The employee was represented by the Union for at least 560 hours in the trimester period.

d. 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 Department/Division-Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Department/Division-Head):

(1) A special sick leave incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such off day with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested, provided the employee gives his/her supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. Decisions by the employee's supervisor with respect to the availability of the date the employee has requested shall be final. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.

ARTICLE 27

DUTY INCURRED DISABILITY PAY

27.1. An employee with regular Civil Service status, who sustains an injury while performing within the scope of his/her employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive 80% of 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.

27.2. In no case shall an employee receive "injury pay" for more than one year (250 working days) during his/her employment regardless of the number of compensable injuries sustained.

27.3. In providing injury pay in an amount equal to 80% of the employees' base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly paycheck deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for this amount whatsoever. This deduction shall be administered so as not to reduce the employees' pension benefits. For purposes of interpretation of the provisions of this paragraph, the term, base salary, shall mean the employees' base salary pay rate in effect during the pay period he/she is claiming injury pay.

27.4. 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. Selection of the option shall be made in writing. The option 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.

27.5. 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.

27.6. Notwithstanding, 27.1 through 27.5, above, an employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to Duty

Incurred Disability Pay.

27.7 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 20% employee deduction from injury pay benefits provided for in section 27.3.

ARTICLE 28

VACATIONS

28.1 Vacation shall be earned in the following manner:

a. 3.1 hours per pay period for employees who have completed less than 4 years of creditable service.

b. 4.7 hours per pay period for employees who have completed at least 4 years but less than 9 years of creditable service.

c. 6.2 hours per pay period for employees who have completed at least 9 years but less than 14 years of creditable service.

d. 7.7 hours per pay period for employees who have completed at least 14 but less than 21 years of creditable service.

e. 9.3 hours per pay period for employees who have completed at least 21 years of creditable service.

28.2 An employee on the payroll for at least 80 hours in a pay period shall be allowed to accumulate vacation leave at the rate prescribed under 28.14. An employee on the payroll less than 80 hours in a pay period shall earn vacation leave on a pro-rata basis. Hours on the payroll in excess of 80 hours in a pay period shall not count toward vacation accrual.

28.3 The maximum amount of vacation an employee can maintain in his or her vacation account shall be as follows:

a. 120 hours for employees who have completed less than 4 years of creditable service.

b. 160 hours for employees who have completed at least 4 years but less than 9 years of creditable service.

c. 200 hours for employees who have completed at least 9 years but less than 14

years of creditable service.

d. 240 hours for employees who have completed at least 14 but less than 21 years of creditable service.

e. 300 hours for employees who have completed at least 21 years of creditable service.

28.4 Transitional Vacation Account

Effective Pay Period 1, 2006, vacation earned in 2005 for use in 2006 and, in addition, any vacation carried over pursuant to 28.12 of the 2004-2007 Agreement, shall be placed into a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with departmental approval. Employees may not borrow vacation hours unless all hours in their TVA' s have been used.

28.5 Upon written request from an employee, the department head may at his or her discretion credit the vacation account of an employee who is off the payroll because of lost time or who takes an approved leave of absence of 5 days or less.

28.6 An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 28.1.

28.7 Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment, but accumulations shall be retroactive to the time of appointment.

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

28.9 The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary

date for vacation eligibility purposes will neither diminish nor increase vacation days earned.

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

28.11 The City shall determine how many employees may take their vacation during the various vacation periods according to seniority within their respective specialty areas. No employee shall be allowed, during the initial pick, to pick more than two weeks in prime time defined as the weeks between Memorial Day and Labor Day inclusive, and the weeks in which the holidays of Christmas, New Year's Day, and Thanksgiving Day are celebrated. A vacation week that is reserved in Street Lighting for an Electrical Mechanic Apprentice shall be considered vacant and eligible for use by Electrical Workers if four weeks before such vacation week the Electrical Mechanic Apprentice is not working in Street Lighting.

28.12 All remaining accrued vacation may be selected in the months outside the prime periods.

28.13 Vacations shall be assigned to employees if they do not make a selection as provided above. In such cases, at least four (4) weeks' advance notice shall be given to employees prior to their vacation.

28.14 When the City assigns the vacation, an employee will not be requested to work the Saturday or Sunday at the end or the beginning of his/her vacation period.

ARTICLE 29

HOLIDAYS

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

a. New Year's Day (January 1)

b. Memorial Day (Last Monday in May)

c. Independence Day (July 4)

d. Labor Day (First Monday in September)

e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year.)

f. The day after Thanksgiving

g. Christmas Day (December 25)

h. The last normal workday before Christmas Day

i. The last normal workday before New Year's Day

j. Good Friday

k. The third Monday of January to commemorate Dr. Martin Luther King's birthday.

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

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

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

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

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

29.7. 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 30

MILITARY LEAVE

30.1. 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 30.1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

b. Maximum Amount of Time Off With Pay

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

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

c. An employee who, because of honorable service in any of the wars of the United States, is eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under subsection 30.1.b.. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for duty (up to a maximum equal to the City pay received under subsection 30.1.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.

30.2. 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 30.2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that he/she is still qualified to perform the duties of his/her former position or similar positions.

c. The right to reinstatement provided in subsection 30.2.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 30.2.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 30.2.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 discharged from hospitalization incident to active duty or one year after the employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

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

30.3. 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.

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

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

30.5. 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 31

TIME OFF FOR JURY DUTY

31.1. 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 his/her supervisor and if directed, shall report for the performance of City duties for the remainder of the day.

31.2. 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 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.

31.3. 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.

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

ARTICLE 32

FUNERAL LEAVE

32.1. DEFINITIONS:

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

b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. For purposes of this Article only, the definition of " immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances. " Brother-in-law" and " sister-in-law" shall include an employee' s spouse' s sibling' s spouse.

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

32.3. In the case of a death of the employee's grandparent, the employee may use one workday with pay to attend the funeral of that grandparent.

32.4. The Employee Relations Director is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.

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

ARTICLE 33

PENSION BENEFITS

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

a. Employees hired on or after June 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.

b. Employees who retire during the period from June 1, 2010 through December 31, 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. This provision shall expire December 31, 2011.

c. Employees who during the time period beginning June 1, 2010 through December 31, 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to

age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010. This provision shall expire at the end of December 31, 2010.

ARTICLE 34

HEALTH INSURANCE

34.1. 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 for in the 2007-2010 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 of no more than an additional 30 days during the calendar year may be allowable. 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, an Outpatient Treatment Facility, or a Physician's Office, that are provided under the "Hospital Surgical-Medical Group Master Plan Document for City of Milwaukee" part of the Basic Plan shall be two thousand dollars ($2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased form 80% of one thousand dollars ($1,000) of charges to 80% of two thousand dollars ($2,000) of charges.

(4) A Utilization Review/Case Management Program (UR/CM) shall cover all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders, substance abuse, and home health care services. The program is an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures

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

(5) In conjunction with and for the length of the UR/CM program, the City will incorporate changes in plan design that facilitate cost reductions through the use of alternative medical care facilities or medical procedures as prescribed by an employee's physician and approved by UR/CM. These alternatives will be paid for at 100%. Any second surgical opinion required by UR/CM will be paid for at 100%.

(6) 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.

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

(8) 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 34.1.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.

(9) The Major Medical lifetime maximum shall be increased from $250,000 to $500,000.

b. Health Maintenance Organization (HMO) Plans

(1) An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefits for the HMO Plan selected, shall be as established by the provider of the HMO Plan. Except as provided in 1.b.(3), hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

(2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall 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 make the following co-payments:

(a) An employee shall pay a $10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 1.b.(3)(b) and (c), hereunder.

(b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.

(c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.

(d) An employee shall pay a $50.00 emergency room co-payment for each emergency room visit.

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

i. Tier 1 co-payment equal to $5.00;

ii. Tier 2 co-payment equal to $17.00;

iii. Tier 3 co-payment equal to $25.00;

iv. Legend Drugs co-payment equal to $5.00;

v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

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

d. Prepaid Dental Plans (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 34.1.a. through 34.1.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 measures it deems necessary.

f. An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement.

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

34.2. Eligibility for Benefits

a. An employee in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average (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 34.1., during the

time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed part-time 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 34.1.c. or 34.1.d. 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, as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in 34.1.a. or 34.1.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 34.1.a. or 34.1.b. during the term of this Agreement so long as he/she is at least age 60 and less than age 65. If a retiree eligible for these benefits dies prior to age 65, the retirees' surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.

f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 34.1.a. or 34.1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 34.2.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.

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

h. An employee in active service who retires during the period beginning June 1, 2010 and ending December 31, 2010 only 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 subsections 34.2.e or f., subject to the provisions of those sections and shall be subject to the cost of coverage provisions under Article 34.3.c. Thereafter, such employees who retire on a normal pension between June 1, 2010, and December 31, 2010, shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 34.2.e. or f. and shall be subject to the cost of coverage provisions under Article 34.3.c.

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

a. Employees in Active Service

(1) For employees enrolled in the Basic Plan from June 1, 2010, through May 31, 2012.

(a) Except as provided in subsection 34.5., below, effective June 1, 2010 but prior to implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $75.00 per month for single enrollment when such employee's enrollment status is single and $150.00 per month for family enrollment when such employee's

enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) Except as provided in subsection 5, 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 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.

(a) Single or Family Enrollment in Health Care Plans

For Employees Enrolled in a Health Maintenance Organization Plan between June1, 2010 and the expiration of the Agreement. Except as provided in section 5, below, an employee enrolled in an HMO plan shall contribute $20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and $40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

(b) Except as provided in section 5, below, effective the first full calendar month following implementation of the annual HRA, 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 34.3.a(2)(b) i, above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to $20.00 per month for single enrollment when an employee's enrollment status is single and $40.00 per month for family enrollment when an employee's enrollment status is family.

(c) In addition to the amounts specified in subsections 34.3.a.(2)(a) and (b), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also

contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

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

(3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when 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 in 34.3.a., above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

From June 1, 2010 through May 31, 2012

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 34.3.a. of this Article.

c. Employees Who Retire Between June 1, 2010, and May 31, 2012

(1) Eligible employees under subsections 34.2.e. or 34.2.f. who retire between June 1, 2010, and May 31, 2012, and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $30 per month for single enrollment when such employee's enrollment status is single and $60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree

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

(2) For eligible employees under subsections 34.2.e. or 34.2.f. who retire between June 1, 2010, and May 31, 2012, and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 1.a. or 1.b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for

retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.

(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 in effect from time to time.

(4) Surviving Spouse

The provisions of subsections 34.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsections 34.2.e. and 34.2.f. of this Article.

34.4. Cost of Coverage -- Dental Plan

From June 1, 2010, through May 31, 2012, the City will contribute an amount up to $13.00 per month for single enrollment and an amount up to $37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

34.5. 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 34.3 or 34.4.

34.6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in 34.1. 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 34.3., 34.4. and 34.5., 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 34.3, 34.4. and 34.5. if the provision were not in effect.

34.7. 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 34.1. 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. City health insurance cost contributions provided hereunder to a retiree shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while a retiree is receiving the benefits hereunder.

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

e. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in 34.3.c. above towards the cost of coverage for the City's Medicare Supplemental Plan.

34.8. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in 34.1.; 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).

34.9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in 34.1.a. or 34.1.b., 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.

34.10. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan for employees hired on or after January 1, 1982.

34.11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be in force and effective beginning June 1, 2010, and ending May 31, 2012.

ARTICLE 35

LIFE INSURANCE

35.1. Amount of Life Insurance Coverage

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

b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage at his/her option in increments of $1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.

c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by

33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16-2/3% on his/her Seventieth (70th) birthday.

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

35.2. 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).

35.3. Conditions and Eligibility for Election of Coverage

a. Subject to the terms and conditions provided under 35.3.b. through 35.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 35.1., above, upon completion of 180 consecutive (consecutive means without a break of more than five consecutive days) calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.

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 35.1., 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.

35.4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under 35.1., above, who elect such coverage, shall pay to the City an amount equal to $0.21 per month for each $1,000 of coverage in excess of $30,000 per calendar year. 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 35.l., above.

35.5. Conditions and Limitations on Benefits

a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under 35.l., 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.

35.6. Right of City to Change Carrier

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

ARTICLE 36

MUTUAL OBLIGATIONS

36.1. 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.

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

36.3. 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 37

EMPLOYEE CLAIMS

37.1. The Committee existing by virtue of Resolution 70-2317 and subsequent amendments and by appointment of the Commissioner of Public Works shall consider claims limited to $500.00 for losses of wearing apparel or tools sustained by employees covered by this Agreement.

ARTICLE 38

SAFETY SHOE ALLOWANCE PROGRAM

38.1. An employee who works in a classification which requires the wearing of an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:

a. One pair of safety shoes (Classified and stamped ANSI or USAS Z41 1991/75 or with the newest ANSI or USAS number identified by the City) must be purchased before the safety shoe allowance can be granted.

b. A dated receipt bearing the name of the employee which clearly shows that one pair of safety shoes was purchased must be presented to the immediate supervisor prior to December 31st of the calendar year in which the claim is made.

c. The style of the safety shoe must meet Department requirements.

d. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.

e. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.

38.2. 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.

38.3. 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 38.1. An eligible employee may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance, provided the shoes are purchased at the same time.

38.4. Reimbursement for safety shoes, up to the maximum allowance specified in 38.3, above, shall be made as soon as administratively practicable to an eligible employee.

38.5. Payment may also be made to an authorized shoe van vendor, if authorized by the employee.

38.6. Employees must comply with the requirement that safety shoes be worn.

ARTICLE 39

CLOTHING ALLOWANCE

39.1. The City will make available eight (8) sets of coveralls to be used by employees when assigned to work in sanitary sewers. The coveralls will be available from the Infrastructure Services Division's Canal Street tool room.

39.2. Year-round employees shall be eligible for a clothing allowance of ninety dollars ($90) per calendar year. Pro-rata payment adjusted to the nearest calendar month on the basis of length of service shall be made for employees with less than a full calendar year of service. For purposes of prorating, an employee on the payroll for at least 15 days in a calendar month shall be considered to have been in active service for the full calendar month. An employee on the payroll for less than 15 days in a calendar month shall be considered to not have been in active service at all during that calendar month. The clothing allowance shall not be pensionable and shall not be included in the computation of any fringe benefit.

ARTICLE 40

JOB ASSIGNMENTS

40.1 The Department of Public Works will post announcements of vacancies in specialty areas on the bulletin boards in all specialty areas and mail the announcements to the Union. The announcement will include the location of the vacancy. Requests for the vacant position will be considered by management for placement.

40.2 When making Crew Chief assignments, the City shall use guidelines that recognize as pertinent factors an employee's experience, attendance, disciplinary record, supervisory evaluations and relevant training. The Union may submit recommendations for additional Crew Chief selection factors whenever it believes such additional factors should be considered.

ARTICLE 41

EXTRA SHIFTS

41.1. The present practice relative to the assignment of "E" days shall continue for the term of this agreement.

ARTICLE 42

AMERICANS WITH DISABILITIES ACT (ADA)

42.1. 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 individual cases. In those discussions, the parties will respect the confidentiality of the disabled person as required by the Act.

ARTICLE 43

LONG TERM DISABILITY PROGRAM

43.1. The City will include the Union in the Long-Term Disability ("LTD") Benefit Program.

43.2. 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.

43.3. 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.

43.4. 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.

43.5. 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.

43.6. The LTD benefit program will also render Special Sick Leave Accounts (Half Rate Sick Leave) unnecessary. Consequently, sick leave accrual will be capped at 120 working days.

ARTICLE 44

SAVINGS CLAUSE

44.1. If any federal or state law now or hereafter enacted results in any portion of this Agreement becoming void, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion.

ARTICLE 45

ENTIRE AGREEMENT

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

Dated at Milwaukee, Wisconsin, this _____ day of_____, 2010.

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

Subject to approval of The International President of International Brotherhood of Electrical Workers.

LOCAL #494, IBEW, AFL-CIO
Electrical Group

By _____
Daniel Large
Business Manager

CITY OF MILWAUKEE
A Municipal Corporation

_____
Maria Monteagudo
Director of Employee Relations

_____
Troy M. Hamblin
City Labor Negotiator

_____
Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

_____
Tom Barrett, Mayor

_____
Willie L. Hines Jr.
President, Common Council

_____
Ronald D. Leonhardt, City Clerk

_____
W. Martin Morics
City Comptroller

SIGNATURES

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

2010-2012 LC/Lo-494EG

RATES OF PAY

FOR MEMBERS OF THE RECOGNIZED BARGAINING UNIT

LOCAL #494, ELECTRICAL GROUP, IBEW, AFL-CIO

FOR THE TIME PERIOD

COMMENCING JUNE 1, 2010, AND EXPIRING MAY 31, 2012

(FOR INFORMATIONAL PURPOSES ONLY)

Pay Range 974

Official Rate – Hourly (Rate Effective Pay Period 12, 2010 through Pay Period 11, 2012). There shall be no pay step advancement in Pay Range 974 from Pay Period 12, 2010, through Pay Period 11, 2012.

$18.35	19.59	21.15	22.70

.

(1) Steps one, two and three of this pay range shall represent, respectively, 59%, 63% and 68% of the outside prevailing hourly rate for Journeyman Wireman.

(2) Step four of this pay range shall represent 73% of the outside prevailing hourly wage for Journeyman Wireman. Employees in this classification are only eligible for the fourth (4th) step of the pay range upon recommendation of the Electrical Worker Review Committee and approval of the Division Head in which the Electrical Worker is employed.

(3) An employee who has completed the training period on the Directional Boring Machine, 40 hp and over, shall be paid a rate consistent with Pay Range 960, when assigned to work as the primary locator or primary operator with the Directional Boring Machine, 40 hp and over.

Pay Range 975

Official Rate – Hourly (Rate Effective Pay Period 12,2010 through Pay Period 11, 2012)

$14.77	17.73	22.16	26.59

(1) An employee of the Department of Public Works who is appointed directly as an Electrical Mechanic Apprentice and who has an hourly rate of pay higher than an Electrical Mechanic Apprentice shall retain either the higher rate of pay or the third step of the Apprentice pay range whichever is lower. The employee shall retain this rate of pay unchanged until such time as the step of the Apprentice pay range to which the employee is entitled by virtue his/her years of service as an Electrical Mechanic Apprentice equals or exceeds this rate of pay. Then, the employee shall be compensated at the applicable step which equals or exceeds his/her former rate.

(2) Steps one, two, three and four of this pay range represent 50%, 60%, 75% and 90% of the City's hourly rate for Electrical Mechanic, respectively.

Pay Range 978

Official Rate – Hourly (Rate Effective Pay Period 12,2010 through Pay Period 11, 2012)

$29.55

(1) The above rate represents 95% of the outside prevailing hourly wage for Journeyman Wireman.

(2) An Electrical mechanic who has not successfully completed the City of Milwaukee Electrical Mechanic Apprenticeship program shall receive, while serving his/her initial probationary period as an Electrical Mechanic, an hourly rate equal to ninety percent (90%) of the hourly rate of a City Electrical Mechanic.

(3) In divisions other than the Infrastructure Division, an Electrical Mechanic who is assigned for the full day by the Division to act as crew chief supervising the work of four or more crew members shall be paid a premium of one dollar fifty cents ($1.50).

(4) In the Infrastructure Division, an Electrical Mechanic assigned crew chief duties supervising four or more crew members (two or more crew members for pole crews and traffic cable crews) at the beginning of the day shall be paid a premium of one dollar fifty cents ($1.50) for all hours worked as crew chief. An Electrical Mechanic assigned to relief crew chief duties shall be paid a premium of one dollar fifty cents ($1.50) for all hours worked as crew chief provided he/she works a minimum of three hour as crew chief.

(5) An Electrical Mechanic in the Infrastructure Division who is assigned as duty electrician at the Canal Street Shop for weekend and holiday duty shall be paid a premium of one dollar fifty cents ($1.50).

(6) An Electrical Mechanic who is regularly assigned to rotating telephone switch maintenance duties shall be paid a premium of one dollar fifty cents ($1.50) per hour for each hour actually worked.

(7) An Electrical Mechanic who is assigned duty as " On-Call Mechanic" shall be paid fifteen dollars ($15) for each weekday (Monday through Friday) and thirty-six dollars ($36) for each weekend day or holiday provided he/she is required to carry a communication device outside his/her regularly scheduled hours of work on such weekdays, weekend days or holidays and provided he/she is available to respond to calls for service during such days.

(8) The employee in this title who is designated to hold the Type C Contractors Electrical License for the City in the Buildings and Fleet Division shall receive an additional $1.50 per hour.

APPENDIX A

Side Letter

September 5, 2001
(Revised December 5, 2001)

Sam Purdy
Business Representative
Local #494, IBEW, AFL-CIO
(Electrical Group)
3303 South 103rd Street
Milwaukee, WI 53227

Dear Mr. Purdy:

This is to confirm our understanding that the parties agree to the following:

1. Electrical Mechanics in the Street Lighting Operations Section of DPW-Infrastructure Services Division will be assigned as follows:

    - 1 duty mechanic and 2 utility mechanics will be assigned each weekend and holidy throughout the year.
    - 2 additional utility mechanics will be assigned as " On-Call Mechanics" on the weekends from November 1st through May 1st.

2. " On-Call Mechanics" will be paid $36 dollars for each weekend day or holiday. He/she will be required to carry a communications device, provided by the City, on such days and must respond to calls for service during such days. " On-Call Mechanics" will be called between 5:00 a.m. and 9:00 a.m. except on rare occasions.

3. Schedules will be made for the year after vacation picks have been finalized.

4. It will be the responsibility of the employee to make any desired changes in the schedule by using the " Weekend Duty Change Form".

Sincerely,

Frank H. Forbes
City Labor Negotiator

_____

Samuel Purdy, Business Manager
Local #494, IBEW,AFL-CIO (Electrical Group)

See file for original signatures.

FHF:ST:rlr

Lo-494(eg)
2001-03 side letter.doc

APPENDIX B

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MILWAUKEE (CITY)
And
LOCAL 494, IBEW, AFL-CIO, ELECTRICAL GROUP (UNION)
March 13, 1996

1. If an employee from another bargaining unit is assigned, for the duration of a project, to assist an Electrical Mechanic in the performance of the Electrical Mechanic' s duties, the Water Works Superintendent or his/her designee will meet and confer with a representative of the Union regarding the specific tasks to be performed by the employee from the other bargaining unit.

2. This Memorandum shall only apply to DPW-Milwaukee Water Works.

3. The City and Union agree that the intent of this Memorandum of Understanding is to harmonize to the greatest extent possible the interests of the City in the most efficient use of available resources to perform necessary work and the interests of the Union in preserving work customarily performed by its members.

4. This agreement is not intended to diminish, enhance, modify or amend any of the rights or responsibilities of either party hereto.

5. Dated this 13th day of March, 1996.

Union Representative	City Representative
Sam Purdy	Archie S. Hendrick

See file for original signatures.

APPENDIX C

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MILWAUKEE (CITY)
and
LOCAL 494, IBEW, AFL-CIO, ELECTRICAL GROUP (UNION)

RE: Direct Deposit of Net Pay

The City and Union agree to the following:

Employees represented by the Union may have their net pay deposited directly to accounts in financial institutions designated by the City, provided the City establishes the administrative mechanisms necessary for such direct deposits of net pay for City employees.

Dated this 18th day of November, 1994.

Union Representative	City Representative
Sam Purdy	Archie S. Hendrick
	Joseph Alvarado

See file for original signatures.

APPENDIX D

Local Union 494, IBEW
2121 West Wisconsin Avenue
Milwaukee, WI 53233
(414) 933-7460

July 14, 1992

Mr. Paul C. Blackman
City Labor Negotiator
Labor Relations Division
Room 701-A, City Hall
200 East Wells Street
Milwaukee, WI 53202

Dear Mr. Blackman:

This letter confirms our agreement that as part of the 1992-1994 Labor Agreement between the City of Milwaukee and Local 494, I.B.E.W., AFL-CIO, Electrical Group, the Union consents to allow the biweekly pay checks of our members to vary by up to fifty cent ($0.50) above or below the statutory rates. It is our understanding that allowing this variance from the statutory amounts will result in payroll processing efficiencies in the event the City can limit or eliminate the need for so-called " Penny Difference Reports."

Sincerely,

Paul Welnak
Business Manager

See file for original signature.

pw/mg
Opeiu #9 afl-cio

APPENDIX E

February 14, 1991

Mr. Sam Purdy
Business Representative
IBEW
Local Union 494
2121 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

Dear Mr. Purdy:

This letter confirms our agreement that the calculation of the wage rate for City Electrical Mechanics shall be based on the prevailing wage rate for non-City Electrical Mechanics provided, however, that the prevailing wage rate for non-City Electrical Mechanics shall not be affected in any way whatsoever as a result of changes in or liquidation of either the Electrical Mechanic Apprenticeship Fund or the Industry Fund.

Sincerely,

Thomas C. Goeldner
City Labor Negotiator

TCG:ASH:pak
SPLtr
LAB/Lo-494EG

Agreed_____ 12/14/91
Sam Purdy
Date
Business Representative
Local 494, IBEW

See file for original signatures.

Appendix F

Memorandum of Understanding
between
the City of Milwaukee,
Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME,
Milwaukee District Council 48, AFSCME, AFL-CIO and
Local 494, IBEW, AFL-CIO, Electrical Group

This Memorandum concerns the Directional Boring Machine, 40 horsepower (hp) and over, in the Department of Public Works, Infrastructure Division. The City of Milwaukee (City), Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO, (Joint Bargaining Unit Local 139/DC48), Local #494, IBEW, AFL-CIO, Electrical Group (Local 494), and Milwaukee District Council 48, AFSCME-AFL-CIO (DC 48) agree to the following concerning the Directional Boring Machine, 40 hp and over, used in the Department of Public Works, Infrastructure Division subject to approval by the Common Council and Mayor:

1. **Representation.**

   a. Except as noted in l.b., below, Joint Bargaining Unit Local 139/DC 48, shall represent an employee in the new title of Directional Boring Machine Operator, 40 hp and over,/Worker who shall be assigned as the primary operator of the Directional Boring Machine, 40 hp and over, during any time period this machine is in operation.

   b. Two employees in the title of Electrical Worker, Roland Ode and Juan Rodriquez, who have been trained and have been the primary operator of the Directional Boring Machine in the past, may continue to be assigned to be the primary operator of the Directional Boring Machine, 40 hp and over. During the time period they are so assigned, they shall remain in the title of Electrical Worker and shall continue to be represented by Local 494, IBEW, AFL-CIO.

   c. Either an employee in the Electrical Worker Title represented by Local 494 or an employee in the Directional Boring Machine Operator, 40 hp and over/Worker title represented by Joint Bargaining Unit Local 139/DC48 shall be assigned to be the primary locator with the Directional Boring Machine , 40 hp and over. In most cases, if the primary operator is the Directional boring Machine Operator, 40 hp and over/Worker, then the primary boring machine locator will be the Electrical Worker and if the primary operator is the Electrical Worker, the primary boring machine locator will be the Directional Boring Machine Operator, 40 hp and over/Worker.

   d. It is understood that the Directional Boring Machine Operator, 40 hp and over/Worker and Electrical Worker may switch between operator and locator assignments during the workday, but they shall continue to be represented by

their appropriate bargaining unit. (Directional Boring Machine Operator, 40 hp and over/Worker by Joint Bargaining Unit 139/DC 48 and Electrical Worker by Local 494.)

2. **Training.** The City will train an employee in the Special Laborer (ES), Laborer (ES), City Laborer (Regular) or Electrical Worker classification to be operators and locators of the Directional Boring Machine, 40 hp and over. During his or her training hours, such employees shall retain their current classification title and continue to be paid at their current classification' s pay rate. Except for an employee in the Electrical Worker classification, the hours spent in training shall count toward time worked on a directional boring machine for dues or fair share deduction purposes. (For informational purposes only, the City anticipates a minimum of 480 hours is needed for an employee to be fully trained on the Directional Boring Machine, 40 hp and over. If in the future, the City changes those hours, the City will notify the Unions of the change.)

3. **Pay.**

   a. Effective Pay Period 8, 2000, a Laborer (Electrical Services), Special Laborer (Electrical Services) or City Laborer (Regular), who is assigned as the primary operator of the Directional Boring Machine, 40 hp and over, or as the primary locator for the Directional Boring Machine, 40 hp and over, and who has successfully completed the training period on the Directional Boring Machine, 40 hp and over, shall be appointed to the title of <u>Directional Boring Machine Operator, 40 hp and over/Worker, in Pay Range 960</u> while he or she is assigned to operate the Directional Boring Machine, 40 hp and over, as the primary operator or assigned to be the primary boring machine locator with the directional boring machine. During all other times, such employee shall be paid at the pay rate of a Laborer (ES), Special Laborer (ES) or City Laborer (Regular), whichever is applicable for their current assignment.

   b. Effective Pay Period 8, 2000, during the time one of the two Electrical Workers listed in paragraph 1, above, is assigned as the primary operator or primary locator of the Directional Boring Machine, 40 hp and over, and has successfully completed the training period on the Directional Boring Machine, 40 hp and over, such Electrical Worker shall be paid at a rate consistent with pay range 960. An Electrical Worker, in place of one of the two Electrical Workers listed in paragraph1.b., above, who is trained as an operator and locator of the Directional Boring Machine and who is assigned as the primary locator of the Directional Boring Machine, 40 hp and over, shall be paid at a rate consistent with Pay Range 960. During all other times, such employee shall be paid at the pay rate of the Electrical Worker.

   c. On a directional boring machine, 40 hp and over, crew, only one employee who is assigned as the primary operator and one employee who is assigned as the primary locator shall be paid at a rate consistent with Pay Range 960. A third person on the crew, who is the laborer, shall be paid as a Special Laborer, Electrical Services. If the City assigns a fourth employee for training purposes

to the crew, he or she shall be paid at his or her current classification' s pay rate.

4. Dues or Fair Share Deductions

a. A special Laborer (ES), Laborer (ES) or City Laborer (Regular), who is assigned as the Directional Boring Machine Operator, 40 hp and over/Worker, shall pay dues or fair share deductions to Milwaukee District Council 48k AFSCME, AFL-CIO until the start of the directional boring machine season following the fiscal year he or she has worked as a trainee, primary operator and/or primary locator for 49% or more of his or her straight time hours during the directional boring machine season. In the fiscal year following the fiscal year that an employee worked as a trainee, primary operator and/or primary locator of the directional boring machinel 40 hp and over, for at least 49% of his or her straight time hours during the directional boring machine season, such employee shall pay dues or fair share deductions to Local 139, IUOE, AFL-CIO during the entire directional boring machine season. During the time outside the directional boring machine season, when he or she is working in a title represented by Milwaukee
District Council 48, such employee shall pay dues to Milwaukee District Council 48, AFSCME, AFL-CIO. For purposes of this section, the directional boring machine season is the time period in a fiscal year beginning when the directional boring machine, 40 hp and over is placed in operation until it is taken out of operation, which is usually from approximately Pay Period 8 through Pay Period 24 or 1320 hours in a fiscal year. The time period may vary from year to year as determined by the City.

b. An Electrical Worker who is assigned to be an operator or locator on the Directional Boring Machine shall continue to pay dues or fair share deductions to Local 494, IBEW, AFL_CIO, Electrical Group.

5. **Assignments.** The City retains its right to make assignments to the Directional Boring Machine crew. While one individual will be assigned as the primary operator of the directional boring machine and one individual will be assigned as the primary boring machine locator, the duties of operator and locator may be rotated between the two individuals during the work day. In most cases, the crew of the Directional Boring Machine, 40 hp and over, will consist of one Special Laborer, Electrical Services, one operator and one directional boring machine locator.

6. **Probationary Period**. An employee appointed to the title of Directional Boring Machine, 40 hp and over/Worker shall serve a probation period of three months of actual service.

7. **Seniority for Layoff Purposes.** For seniority for layoff purposes, the Directional Boring Machine Operator, 40 hp and over/Worker shall not have a break in their Milwaukee District Council 48 seniority during the time period they are appointed to the Directional Boring Machine Operator title. When the directional boring machine season ends, if necessary, the employee in the Directional Boring Machine Operator,

40 hp and over/Worker title, who is laid off from that title, may bump a less senior employee as provided under the labor agreement between the City and Milwaukee District Council 48, AFSCME, AFL-CIO.

Dated: 6/21/01

Union Representative	City Representative
John Garland	Frank H. Forbes
(Original signature unreadable)	Elisabeth F. Schraith
Gregory Radtke	Sarah H. Trotter
Francis Wewers	
Willie D. Ellis	
Sam Purdy	

See file for original signatures.

APPENDIX G

Wellness and Prevention Committee

A Wellness and Prevention Program shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees, and their family members. The program may contain some or all of the following components: annual health risk assessment, benefit communications, medical self-care, nurse line, consumer health education, injury prevention, advanced directives, preventive medical benefits, targeted at-risk intervention, high-risk intervention, disease management, condition management, wellness incentives, and other components agreed upon by the City and the Unions.

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor.

The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association, one from the Milwaukee Professional Firefighters Association and two from District Council 48.

The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

Decisions shall be made by consensus among committee members present. Consensus shall be reached when ten committee members agree. No decisions shall be made by the committee that requires employees to pay additional out-of-pocket costs unless it is ratified individually by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket or monthly expense, or provide some other type of benefit without ratification by the bargaining units. No decision made by the Committee or lack of decision made by the Committee shall be subject to any aspect of the

various grievance procedures, complaint procedures, court action, or any other type of dispute resolution mechanism.

The City shall develop an RFP and solicit bids from third party vendors qualified to implement the City wellness and prevention program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The Committee shall decide on the vendors giving due consideration to all City polices associated with the selection procedures. The City shall not spend more than two million dollars, including the cost of conducting the HRA, on the Wellness and Prevention Program.