AGREEMENT

Between

THE CITY OF MILWAUKEE

and

PUBLIC EMPLOYEES' UNION #61

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO, CLC

Effective January 1, 2010

Thru December 31, 2011

AGREEMENT
Between
CITY OF MILWAUKEE
and
PUBLIC EMPLOYEES' UNION Local 61

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PREAMBLE

1. 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 PUBLIC EMPLOYEES' UNION #61, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, CLC, as representative of all employees, excluding supervisors and confidential employees, employed in the Sanitation Section, in the Department of Public Works of the City of Milwaukee, as defined in the appropriate "Certifications of Representatives" promulgated by Wisconsin Employment Relations Commission on June 8, 1971, and clarified on July 23, 1982, hereinafter referred to as "Union".
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with 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.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City Government which is now expressly provided for respectively by: state statutes; charter ordinances; and ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 A.M. on January 1, 2010, and ending at 12:01 A.M. on January 1, 2012, unless both parties agree to extend it beyond that date.
2. Not earlier than June 15, 2011, nor later than July 1, 2011, the Union shall give the City written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding labor contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.

ARTICLE 2

NEGOTIATIONS

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

ORDINANCE AND RESOLUTION REFERENCES

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

ARTICLE 4

NOTICES

1. All notices required to be sent by the Union to the City shall be in writing and sent by certified mail to the City Labor Negotiator.
2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the Business Manager of the Union and Union Attorney.
3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above whenever they deem it appropriate and send notices by E-mail or FAX as agreed.
4. All Sanitation Section Alerts dealing with changes in hours of work and notifications regarding sign-up opportunities shall either be E-mailed or faxed to the Union along with the issuance of the notice to supervisory personnel.

ARTICLE 5

MANAGEMENT RIGHTS

1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.
2. The Union recognizes the exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. The City will discuss any changes in written work rules with the Union. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours and conditions of employment can be submitted to final and binding arbitration; and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this contract.
3. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
4. The City has the right to schedule and assign regular and overtime work as required.

5. The City reserves the right to discipline or discharge for cause.

6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.

7. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where the continuation of work would be wasteful and unproductive.

8. The City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members. The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting. The City agrees it will not lay off any employees who have completed their probationary period and who have regular civil service status at the time of the execution of this Agreement because of the exercise of this contracting or subcontracting right except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform this work. The economies above will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

9. When City departments are merged or separated, the City will give the Union reasonable and timely notice and an opportunity to present its position when bargaining unit personnel are involved and affected by the City's proposed action.

10. The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government; however, prior to such transfer, it agrees to discuss such transfer with the Union. It is agreed that the current labor contract shall be binding upon the successor government or its assigns. Nothing herein shall prevent such successor and the Union from modifying this Contract upon mutual consent. It is further agreed that this Contract shall not bar the Union from making any appearance before any legislative body or committee thereof relative to the merits of such proposed

transfer.

ARTICLE 6

RESIDENCY

1. Residency Required

   All employees shall continue to be required to establish and maintain their actual bona fide residences within the boundaries of the City. Any employee who does not reside within the City shall be ineligible for employment by the City and his/her employment shall be terminated in a manner prescribed by the City Board of City Service Commissioners, hereinafter referred to as "Commission."

2. Definition of Residency

   The term "residence", as used herein shall mean the actual living quarters which are maintained within the City by an employee. Neither voting in the City nor the payment of taxes of any kind by itself by an employee shall be deemed adequate to satisfy the requirements of this Article, nor shall the provisions of this Article be satisfied by the maintaining of a rented room or rooms by an employee solely for the purpose of establishing residency in the City when it appears that his/her residence is outside of the City. Ownership of real property within the City, when not coupled with the maintenance of actual living quarters in the City as herein required, shall be deemed insufficient to meet the requirements of this Article. The Commission is hereby authorized to investigate complaints made to it with respect to the residence of employees of the City and may initiate any such investigation on its own motion. Whenever such investigation shall be made, the Commission shall make a finding with respect to whether or not such an employee is or is not actually a resident of the City in accordance with the requirements set forth herein. No consideration shall be given to the fact that such employee intends to maintain a residence in the City if he/she actually does not maintain such a residence as herein provided for. Whenever the facts disclose the existence of dual residences, or a dispute as to the location of an employee's bona fide residence, the decision of the Commission shall be final in respect to whether or not such employee's residence satisfies the provisions and requirements provided herein.

3. Extension of Time Limit to Establish Residence

Whenever the Commission determines that good cause exists for granting extensions of time to City employees to establish residence within the City, or if the Commission finds that a new or prospective employee of the City would require a reasonable period of time in order to acquire a residence in the City so as to qualify for employment with the City, the Commission may allow such employee a period of not to exceed 6 months in which to satisfy the requirements of this Article. To remain in compliance with the requirements of this Article, an employee must make application to the Commission for such extension in accordance with procedures established for that purpose by the Commission.

4. Administration of Residency Requirements

Administration of the provisions of this Article shall be by the Commission. The Commission shall have the sole responsibility of determining whether or not an employee is in compliance with the residency requirements set forth above. Matters involving the interpretation, application or enforcement of this Article shall not be subject to the Grievance Arbitration Procedure provided for in this Agreement.

5. Effect of City Charter and Department Rules and Regulations

The provisions of this Article shall be interpreted, applied and enforced in all respects consistent with the provisions of Section 5.02 of the Milwaukee City Charter and of all departmental rules, regulations and procedures pertaining to the subject of residency.

ARTICLE 7

RECOGNITION

1. The City recognizes the Union as the exclusive collective bargaining agent for all employees employed in the Sanitation Division in the Department of Public Works in the City of Milwaukee, excluding supervisors and confidential employees, as defined in the appropriate "Certifications of Representatives" promulgated by the Wisconsin Employment Relations Commission on June 8, 1971, and clarified on July 23, 1982. 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.

2. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of 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 8

UNION NEGOTIATING COMMITTEE

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 92 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 work day and in no event will payment be made for time in excess of eight hours per day. Reasonable travel time from site of employment to site of meeting will be allowed.
2. Negotiating meetings shall be held outside the representative's normal workday whenever practicable.
3. 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.
4. Meetings and conferences which the City may call with Union representatives shall be considered the normal business of the City. The representatives shall be required to attend and shall be paid regular base salary for the time during their regular working hours actually and necessarily spent in such meetings and conferences.
5. The City Labor Negotiator shall interpret and administer the provisions of this section.

ARTICLE 9

LIMITATIONS UPON UNION ACTIVITY

1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement or as authorized by the City Labor Negotiator.
2. No Union meeting shall be held on City time.

ARTICLE 10

BULLETIN BOARDS

1. The City will furnish for the Union one bulletin board at each of the agreed locations. The board shall be used only by the Union 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.
2. Notices and announcements shall not contain anything political or controversial or any thing 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.
3. Any Union-authorized violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin boards.

ARTICLE 11

DUES & FAIR SHARE DEDUCTIONS

1. Employees may authorize the City to deduct Union dues from their paychecks by executing an authorization card and submitting it to a City designated administrator. The check-off shall become effective two (2) pay periods after filing.
2. The Union shall be granted deductions for up to 26 or 27 pay periods, whichever is appropriate, upon submission of a necessary affidavit and certificate to the City Labor Negotiator.
3. The City will deduct from the biweekly earnings of all employees represented by the

Union, who have not authorized dues deductions by dues deduction cards, 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 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. Fair-share deductions for new employees will be made from the employee's first paycheck.

4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employee dues deduction and fair share deductions that are uniformly required of all employees represented by the Local Union. Changes in Union dues or fair share amounts to be deducted shall be certified by the Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

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

6. The City will honor only dues deduction cards which authorize dues to the certified bargaining unit which represents the employee or dues deductions authorized by employees in positions, divisions or bureaus not now certified to be represented by a certified bargaining unit. No dues or fair-share deductions will be made from the earnings of managerial, supervisory or confidential employees.

7. The City will provide the Union with a list of employees from whom dues or fair-share deductions were made with each biweekly remittance to the Union.

8. The Union shall fully indemnify, defend and hold harmless the City for claims, lawsuits and judgments arising out of the provisions of this Article.

ARTICLE 12

JOINT LABOR-MANAGEMENT COMMITTEES

The City and the Union will have a joint labor/management committee as follows:

. Joint Safety Committee

(a) The Joint Committee on Safety, composed of three members of the Union and three City representatives, will be continued. Its function will be to maintain and review statistics on injuries and their frequency and severity (including statistics with relation to injuries involved in reporting to or returning from snow removal assignments); to make recommendations to the City Labor Negotiator or the City Director--Safety or the Sanitation Services Manager for strengthening the rules in a manner designed to promote a greater degree of safety in the work; and to assist in the on-going Employees' Assistance Program. Statistical data on injuries and safety gathered by the said Committee shall be utilized by the parties in their negotiations concerning the appropriate pay classification of employees in the bargaining unit. The Safety Committee shall meet the second Friday afternoon of each month at a mutually agreed upon time and at such other times as shall be mutually agreed upon.

(b) Nothing herein shall be interpreted to preclude the City from changing any system or establishing any new methods or procedures which, in its opinion, may increase safety in the work.

(c) This committee in no way shall be construed as a negotiating committee, but rather a joint committee for the purpose of establishing greater safety within the work and the committee's function and activities shall be limited to items specifically enumerated above.

(d) A copy of every recommendation shall be sent to the Union and the City Labor Negotiator.

(e) The City shall earmark $5,000 for each year of this Agreement in the Sanitation Section's budget to conduct the functions of the committee.

ARTICLE 13

PROHIBITION OF STRIKES AND LOCKOUTS

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, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:
   a. Discharge as provided for by law.
   b. Other disciplinary action as may be applicable to the employee.
   c. Loss of all compensation, vacation benefits, and holiday pay as determined by the City.
2. Should one or more members of the Union during the term of this Agreement, or any extension thereof, breach the obligations of paragraph 1., above, the City Labor Negotiator shall immediately notify the Business Manager of the Union or, if unable, any other officer of the Union that a prohibited act is in progress.
3. The Business Manager of the Union or such other officer of the Union upon receipt of the notification required under paragraph 2, above, shall forthwith, and in any event, within twenty-four (24) hours after being so notified by the City, disavow said strike; shall order its member or members, in writing, to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of the order; or alternatively accept the responsibility for the strike.
4. The City will not lock out employees. However, 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, such inability to work shall not be deemed a lockout under the provisions of this section.
5. In the event a dispute arises between the parties hereto with respect to whether or not the Union has caused or authorized, either directly or indirectly, a strike, acts of work stoppage, slowdown, refusal to perform any customarily assigned duties, or in the event of a dispute arising as to whether or not the City has locked out employees, such disputes shall be determined in final and binding arbitration as set forth in this

Agreement.

ARTICLE 14

DISCIPLINE NOT SUBJECT TO THE JURISDICTION OF THE CITY SERVICE COMMISSION

1. When it becomes necessary to institute disciplinary action, terminate, or discharge an employee who is a member of the bargaining unit, the City will give notice to the Union before taking action, except when in the judgment of the supervisor emergency action is necessary. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision has no application to a situation in which a warning letter is issued to an employee. The purpose of a warning letter is to notify the employee to correct deficiencies in conduct or job performance before discipline becomes necessary.

   Further, this provision is not to be construed as requiring a meeting with the Union except as provided in the grievance procedure of this contract.
2. Notice for non-emergency disciplinary situations shall not be subject to the NOTICE Article of this Agreement, requiring "certified mail", but shall be given, if during business hours, by the most expeditious means, to the Liaison of the Union, or, at times when he is unavailable, an available designee. Thereafter the notice is to be confirmed in writing within seventy-two (72) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.
3. Any discipline imposed on an employee who is not subject to the jurisdiction of the City Service Commission shall be for just cause only, as defined in Rule XIII, Section 5, of the City Service Commission and other such appropriate rules.

ARTICLE 15

GRIEVANCE PROCEDURE

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 and shall be handled as expeditiously as possible.
2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's District Manager or designee, accompanied by a Union representative,

within fifteen (15) working days of the occurrence of the incident leading to the grievance or the Union's knowledge of such incident, whichever is later. Within ten (10) working days of the step one meeting, the District Manager shall give an answer to the grievant and Union.

3. Step Two. If the grievance is not settled at Step One, it shall be reduced to writing and presented to the Division Head, or designee, within ten (10) working days of the completion of Step One. Within ten (10) working days of his/her receipt of the written appeal to the grievance, the Division Head, or designee, shall furnish the grievant and the Union with a written answer to the grievance, except that in cases where the Division Head or designee determines that a meeting with the Union regarding the grievance is desirable, the time limit for a written response shall be ten (10) working days from the date of such meeting. Such meeting shall take place within fifteen (15) working days of the written appeal.

4. Step Three. If the grievance is not settled at the second step, the Union may appeal in writing within twenty (20) working days of receipt of the second step answer to the Commissioner of Public Works, or designee, who shall meet and confer with the grievant and the Union and notify the grievant and the Union of his decision in writing within twenty (20) working days from the date of such meeting. Such meeting shall take place within fifteen (15) working days of the written appeal.

5. When a grievance meeting is held at the third step of the grievance procedure, the grievant and the Union official or representative whose presence for the purpose of giving testimony is required, shall be given notice of at least twenty-four (24) hours before a meeting is held unless the grievant and the Union waive the requirement of this notice.

6. 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.

7. 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 in writing within 30 days of the Step 3 answer, it shall be

reviewed at a meeting between the Labor Negotiator and the Business Manager of the Union or their designees held periodically for that purpose within thirty (30) working days from the Union's request to proceed to arbitration. The grievant shall also be present at this meeting. 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.

8. All written grievances shall set forth the provision of the Agreement under which the grievance was filed.

9. In cases where the grievant does not appear at either the scheduled first or third step grievance meeting, the grievance shall be considered withdrawn, provided that the grievant's absence was not due to taking an excused absence or an emergency. The City may require documentation of the emergency.

ARTICLE 16

ARBITRATION PROCEDURE

1. No item or issue may be the subject of arbitration unless arbitration is requested in writing within 30 calendar days of the completion of Step Four of the grievance procedure.

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.

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.

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.

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.

6. The following subjects shall not be submitted to arbitration:

   a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.

   b. The statutory or charter obligations which are by law delegated to the Common Council.

   c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.

   d. Any pension matter.

   e. Disputes or differences regarding the classification of positions, promotion of employees, and elimination of positions.

   f. Duty-Incurred Disability Pay Determinations handled per paragraph 7 of the Duty Incurred Disability Pay Article.

   g. First Sick Leave Control Letter (Sick Leave Control Letter #1).

   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.

7. No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall cease. This provision, however, shall not affect any arbitration proceeding which was properly commenced prior to the expiration or termination of this Agreement.

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 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.

9. The arbitrator selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall hear evidence that in their judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

10. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.

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.

12. The arbitrator shall expressly be confined to the precise issue submitted for arbitration and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

13. All expenses involved in the arbitration proceeding shall be borne equally by the parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with the proceeding shall be borne by the party at whose

request the witnesses or depositions are required.

ARTICLE 17

SENIORITY FOR LAYOFF PURPOSES

1. Seniority

a. Employees Hired Prior to September 10, 1987

An employee hired into the bargaining unit prior to September 10, 1987, and in a classification other than City Laborer (Seasonal) or Sanitation Worker, as of September 9, 1987, shall have his/her relative seniority status for layoff purposes based upon his/her regular appointment date in the Department of Public Works. An employee working as a City Laborer (Seasonal) or Sanitation Worker as of September 9, 1987, shall have his/her relative seniority status for layoff purposes based upon his/her regular appointment date as City Laborer (Seasonal), only if he/she had established "main division" status in the Sanitation Section as provided below:

(1) Sanitation Section "Main Division" status

An employee shall be deemed to have Sanitation Section "Main Division" status if he/she spent the majority of his/her DPW Labor Pool work time between April 1 and October 31, inclusive, working in the Sanitation Section during the 1984, 1985 and 1986 growing/construction seasons.

(2) Other DPW Division “ Main Division” Status

An employee who spent the majority of his/her DPW Labor Pool work time in a DPW Division other than the Sanitation Section between April 1 and October 31, inclusive, during the 1984, 1985 and 1986 growing/construction seasons shall be deemed to have "Main Division" status in that Division.

(3) An employee initially hired by the City in 1985 or 1986 without attaining "Main Division" status, under subsections (1) or (2), above, shall have his/her "Main Division” Status determined at the end of the 1987 construction/growing season in accordance with the provisions of

subsections (1) or (2), above, but including his/her work during the 1987 season.

(4) An Employee hired in 1987 shall have his/her relative seniority based upon appointment date to the Sanitation Section.

b. Employees Hired Since September 10, 1987

An employee initially hired into the Sanitation Section on or after September 10, 1987, shall have his/her relative seniority status for layoff purposes based upon his/her regular appointment dates to positions within the bargaining unit. An employee transferred into the Sanitation Section on or after September 10, 1987, on a City Service Commission "approved transfer basis" shall have his/her seniority for layoff purposes based on his/her transfer dates to positions within the bargaining unit on or after September 10, 1987, and not any prior date of employment in the section under prior labor contracts. All employees covered hereunder shall be deemed to have "Main Division" status within the bargaining unit.

c. Except as provided in subsection 1.a., above, seniority for layoff purposes is defined as the relative status of an employee based upon regular appointment date(s) to position(s) within the bargaining unit represented by the Union in the Sanitation Section. Such relative status of an employee is determined by:

(1) His/her regular appointment date to his/her current classification in the Sanitation Section (relative seniority status within his/her current classification).

(2) His/her regular appointment date to the Sanitation Section (relative seniority status in the case of a layoff to a lower classification).

(3) The earliest of either his/her regular appointment date in the Sanitation Section to his/her current classification, or his/her regular appointment date to another classification he/she previously occupied in the Sanitation Section in the same pay range as his/her current classification (relative seniority status in the case of a layoff to a classification in the same pay range).

d. For purposes of interpretation and construction of this Article, the job classifications of City Laborer (Seasonal) and Sanitation Worker, shall be deemed a single classification.

2. Nothing in this article shall prevent the assignment of a City Laborer (Seasonal)/Sanitation Worker to another DPW division under the following circumstances:

   a. When there are no anticipated vacancies in the Sanitation Section for the next four weeks; and

   b. When the assignment would be filled by a new employee.

   Such an assignment in another DPW division will be deemed a temporary placement and will not break seniority rights in this bargaining unit but may result in the City challenging unemployment compensation benefits if the employee fails to report.

3. Nothing in this Article shall prevent the assignment of a City Laborer (Seasonal or Regular), and/or and other laborers, from other DPW divisions to the Sanitation Section whenever:

   a. The assignment would be filled by a new employee; and

   b. No employee in the Union bargaining unit with seniority rights under this Article is on "layoff to the street" status.

   Such an assignment to the Sanitation Section will be deemed a temporary placement and will not establish seniority in this bargaining unit. These temporary placements will be laid off first.

4. Seniority Status

   a. Back-up Personnel for Office Assistant IV position.

      During the winter season (which shall comprise the time period that begins with the second Monday in November and ends with the Friday closest to April 15), the Sanitation Section may retain employees with Office Assistant IV back-up status out of seniority as Sanitation Workers. Office Assistant IV back-up status for purposes of this Article shall apply to those employees who successfully completed training as back-ups for Office Assistant IV positions, and are assigned as back-ups for Office Assistant IV positions. The number retained will

be reviewed with the Business Manager of the Union at a meeting prior to the winter season. If the number needs to be adjusted during the winter season the Business Manager of the Union will be notified in advance of any such staffing change.

5. Bumping and Recall Rights

   a. Employees in positions covered by the terms of subsection 8 and Operation Driver Workers as permitted under the terms of the January 9, 2002 Memorandum of Understanding between the City, Public Employees' Union #61 Laborers' International Union of North America, AFL-CIO, CLC, and Milwaukee District Council 48, AFSCME, AFL-CIO, hereof, are the only employees outside of the Union bargaining unit who have bumping or recall rights into, and out of, the Union bargaining unit; such rights being subject to both the limitations described in these subsections and all other terms and conditions of this Article.

   b. Except for employee bumping or recall rights between positions in the Union bargaining unit and those outside of it that are set forth in subsection 5.a., above, employees covered by this Agreement who have Sanitation "Main Division" status:

      (1) Shall not be bumped by employees outside of the Union bargaining unit; and

      (2) Shall not have bumping and recall rights to positions outside the Union bargaining unit.

6. Employees in a classification having the same starting date shall have their seniority status determined by their examination ranking on the eligible list from which they were appointed to such classification; where rankings do not prevail, seniority shall be determined by lot at the Division of Labor Relations with a Union representative present.

7. Breaks in Seniority

   a. Bargaining Unit Seniority

      Seniority in the Union bargaining unit will be broken if an employee:

(1) Retires;

(2) Resigns from City employment;

(3) Is terminated during his/her initial probationary period.

(4) Is discharged and the discharge is not reversed;

(5) Is not recalled from a layoff for a period of three (3) years if the layoff results in a discontinuation of the employee's service with the City;

(6) Is not recalled from a layoff for a period of seven (7) years if during the layoff the employee's service with the City is continuous;

(7) Is recalled from a layoff and does not report for work within three calendar weeks;

(8) Does not return at the expiration of a leave of absence; or

(9) Is appointed to a non-management position outside of the Union bargaining unit and the employee successfully completes the probationary period for that position, except as provided for in subsection 5.a.

b. Classification Seniority

Seniority in a classification within this bargaining unit shall be broken if an employee:

(1) Is demoted and the demotion is not reversed;

(2) Takes a voluntary demotion to a lower classification; or

(3) Falls within any category listed in subsection 7.a., above.

In the case of a demotion to a lower classification the employee shall receive the earliest regular appointment date to that classification or a higher classification.

8. An employee promoted to a management position within the Department of Public Works shall retain his/her bargaining unit seniority accrued prior to the date of the promotion and shall continue to accumulate seniority for not more than two years following the date of such promotion. Thereafter, that employee shall accrue no additional seniority in the classification(s) he/she previously held in the Union bargaining unit. Upon reduction, a supervisory or managerial employee shall have bumping rights to the classification(s) he/she previously held in the Union bargaining unit.

a. Employee' s who promote out of the bargaining unit after the execution date of the 2007-2009 Agreement shall have bumping rights to the classification(s) he/she previously held in the bargaining unit only if due to a layoff.

9. Should the City find it necessary to effect a reduction in its work force, it shall give the Union notice and in no case less than four (4) weeks prior to the effective date of the layoff of the initially affected employees. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with current seniority lists.

10. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules herein set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to explain the reasons for, and duration of, the layoff.

11. When seasonal layoffs occur, the provisions of subsection 9 hereof shall not apply.

12. When it becomes necessary to reduce the work force in a particular classification covered by this Agreement, the employee with the least seniority in that classification shall be laid off. Such employee may displace the least senior employee in a classification within the Sanitation Division which the laid-off employee previously held if:

    a. Such laid-off employee has more seniority;

    b. Such employee is capable of performing the job of the employee with lesser seniority; and

    c. The classification which the employee transfers or bumps to is in the same or lower pay range than that which the employee held immediately prior to his/her layoff.

13. When the City determines that an employee with insufficient seniority within a classification has the ability to perform a related job within the Sanitation Section in the same or lower pay range held by an employee or employees with lesser seniority than the employee, he/she shall be allowed to take a transfer or reduction in classification if the employee achieves a passing grade on a City-conducted exam for that related

position. For purposes of construction and interpretation of this provision, the classifications within the following category shall be deemed "related jobs":

Office Assistant I and II

Accounting Assistant I and II

Program Assistant I and II

For classifications not listed above, the City will determine which of them are related on a case by case basis.

14. A senior employee who elects to take a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the job falls. (However, an employee who bumps to a lower position in a pay range which has special attainment steps, who meets the qualifications prescribed, or who would have qualified for them on the date this Agreement became effective, shall be paid the appropriate step.) In no event shall an employee, by application of this provision, be paid in excess of the rate of pay they are earning prior to their reduction.

15. Any employee with no other recourse by reason of seniority to secure a position under paragraphs 12 and 13 shall displace an employee in the Sanitation Section with lesser seniority in the classifications of City Laborer (Seasonal) and Sanitation Worker, provided the City deems the employee capable of performing the job.

16. When an employee who has been reduced in classification from a position he/she previously held, is recalled to a job classification in a pay level above his/her current position but lower than the pay level of the original position, he/she will be paid at a rate nearest the rate paid in the original position; however, in no event shall the employee be paid in excess of the rate of pay he/she was earning prior to his/her reduction. This paragraph shall not apply to seasonal positions; such positions shall instead be governed by the "time in grade" rules.

17. Recall to the job a laid-off employee held shall be by application of seniority in reverse order of layoff. An employee who has not qualified for a lower rated job shall not be recalled until the position they held at the time of their layoff again becomes available.

18. An employee hired by the City directly into a program or project which depends for its continued existence on the availability to the City of federal or state funds is not to be

regarded as subject to the protection of the provisions of this Article. A Sanitation Section employee with a regular appointment who transfers into one of these programs or projects shall continue to accrue Union bargaining unit seniority during the course of his/her service in such program or project and shall be regarded as subject to the protection of the provisions of this Article.

ARTICLE 18

SENIORITY LISTS

The City will provide the Union with seniority lists at reasonable times upon request.

ARTICLE 19

BASE SALARY

1. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009. This provision shall expire at the end of Pay Period 26, 2011.
2. Effective Pay Period 1, 2010 (December 27, 2009) through Pay Period 26, 2011 (December 11, 2011), the biweekly base salary paid to employees in classifications covered by this agreement shall be as follows:

a. City Laborer (Seasonal) – Pay Range 205

Step 1.	$1,164.98	Step 5.	$1,371.85
Step 2.	1,257.70	Step 6.	1,401.05
Step 3.	1,313.33	Step 7.	1,434.32
Step 4.	1,342.65		

b. Office Assistant I – Pay Range 400

Step 1.	$ 951.28	Step 5.	$1,128.47
Step 2.	1,036.80	Step 6	1,153.79
Step 3.	1,083.20	Step 7.	1,179.15
Step 4.	1,104.96	Step 8.	1,204.46

c. Office Assistant II – Pay Range 410

Step 1.	$1,124.68	Step 5.	$1,262.52
Step 2.	1,152.31	Step 6.	1,291.43
Step 3.	1,204.46	Step 7.	1,324.36
Step 4.	1,233.43		

d. Accounting Assistant I – Pay Range 435

Step 1. $1,349.91
Step 2. 1,382.75
Step 3. 1,412.63
Step 4. 1,446.19
Step 5. 1,481.50

e. Accounting Assistant II – Pay Range 445
Office Assistant IV

Step 1. $1,415.32
Step 2. 1,448.86
Step 3. 1,484.36
Step 4. 1,521.58
Step 5. 1,560.76

f. Communications Assistant III – Pay Range 445

Step 1. $1,417.28
Step 2. 1,450.81
Step 3. 1,486.14
Step 4. 1,523.30
Step 5. 1,562.41

g. Communications Assistant IV – Pay Range 455

Step 1. $1,486.14
Step 2. 1,523.30
Step 3. 1,562.41
Step 4. 1,604.27
Step 5. 1,651.67

h. Program Assistant I – Pay Range 460

Step 1. $1,519.51
Step 2. 1,556.50
Step 3. 1,595.97
Step 4. 1,640.77
Step 5. 1,702.96

i. Sanitation Inspector – Pay Range 500

Step 1. $1,360.10
Step 2. 1,391.15
Step 3. 1,419.31
Step 4. 1,451.02
Step 5. 1,498.56

j. Program Assistant II – Pay Range 530
Recycling Assistant

Step 1. $1,592.11
Step 2. 1,636.83
Step 3. 1,684.70
Step 4. 1,734.63
Step 5. 1,802.37

k. Cart Maintenance Technician – Pay Range 740
Sanitation Worker
Scale Operator
Sanitation Worker/Shop Clerk

Step 1. $1,422.83
Step 2. 1,454.76
Step 3. 1,487.08
Step 4. 1,522.24
Step 5. 1,559.42

l. Utility Crew Worker – Pay Range 741

Step 1. $1,455.13
Step 2. 1,488.97
Step 3. 1,523.83
Step 4. 1,560.90
Step 5. 1,600.53

m. Sanitation Crew Leader – Pay Range 742

Step 1. $1,468.96
Step 2. 1,501.30
Step 3. 1,536.61
Step 4. 1,573.62
Step 5. 1,644.74

n. Operations Driver Worker – Pay Range 750

Step 1. $1,178.50	Step 6. $1,597.22
Step 2. 1,423.11	Step 7. 1,655.75
Step 3. 1,454.48	Step 8. 1,717.29
Step 4. 1,489.86	Step 9. 1,780.86
Step 5. 1,544.48	Step 10. 1,850.96

3. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with "the Hours of Work Article" of this Agreement.

4. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance. Effective Pay Period 1, 2010, there

shall be no pay step advancement for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011.

a. An Employee who received a pay step in fiscal year 2010, except Operation Driver Workers who advanced from step 1 to step 2 of Pay Range 750, shall be required to reimburse the City for the additional money received from the effective date of the new pay step to the end of Pay Period 26, 2010. A reimbursement schedule shall be determined and established as follows:

An employee shall have the same number of pay periods to pay back the pay step as they had been receiving the pay step.

Alternative reimbursement schedules may be arranged due to a hardship. Labor Relations shall determine whether a hardship exists.

5. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.

6. The Union consents to allow the biweekly pay checks of its members to vary by up to fifteen cents ($0.15) above or below the biweekly base salary rates listed in the contract and Salary Ordinance. It is understood that allowing this variance from the amounts in the contract will result in payroll processing efficiencies in the event the City can limit or eliminate the need for so-called "Penny Difference Reports".

7. Effective March 3, 1998, increase the biweekly minimum amount from $5 to $10 when determining the appropriate pay step for employees who are promoted.

8. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes, in respect to retroactive wages payable under the terms of this Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no later than 60 days from the execution date of this City/Union labor agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.

9. During the term of the Agreement the following section shall be suspended. The suspension of this provision shall expire at the end of Pay Period 26, 2011. <u>Pilot Office Support Continuing Education Incentive Program.</u> Effective January 1, 2007 and

expiring December 31, 2009, unless the parties agree, in writing, to an extension, a Pilot Office Support Continuing Education Incentive Program shall be continued. Under such program as established by the Department of Employee Relations, an eligible employee who successfully completes an eligible course of at least three credits or eligible course or courses totaling three credits or more shall receive an incentive payment of $200. This payment shall not be added to the employee's base pay and shall not be pensionable. An employee may receive a maximum of four incentive payments while working in one job classification title designated by the City and the Union. Employees in the following job classifications shall be eligible to participate in this Program:

Accounting Assistant I
Accounting Assistant II
Communications Assistant III
Communications Assistant IV
Office Assistant I
Office Assistant II
Office Assistant IV

10. All employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.

11. During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated December 7, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall not be used by either party in any future grievances, prohibited practice complaints, or any other legal actions. This provision shall expire December 31, 2011.

ARTICLE 20

HOURS OF WORK

1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period. As far as is practicable, this work day shall conform with the established hours of business. This

conformity shall not interfere with the special time schedules governing departments operating more than eight (8) hours in each calendar day, nor shall this provision be construed as prohibiting the creation of part-time employment or the establishment of rotating, staggered, or shortened work periods.

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

3. "Time Worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other period for which the employee was compensated, including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.

4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided.

ARTICLE 21

OVERTIME

1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in Hours of Work Article of this Agreement, or for work performed on holidays, which, within established limits, is compensated for in extra pay. Overtime compensation will only be paid for

time actually worked.

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.

3. All employees in the bargaining unit shall be eligible for cash overtime.

4. Overtime compensation shall be as follows:

   a. Cash Overtime:

      Cash overtime may be authorized by the Commissioner of Public Works at his discretion and paid at the rate of 1.5 times the actual overtime hours worked for operating and maintenance employees of the Department of Public Works during declared emergencies. The prescribed pay for overtime work shall not apply until all unexcused hours in any calendar day or week shall have been worked for on a straight-time basis, or before any hours previously lost at any time, by reason of inclement weather or causes beyond the control of the employee, have been made up by working hours in excess of the regular working hours, on a basis of one and one-half (1.5) hours credit for each hour of work lost.

   b. Special Overtime Compensation:

      (1) On 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 compensated at the rate of 1.5 hours 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 cash. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in Section 2 of the Hours of Work Article. Hours of work affected by this paragraph shall be those which fall on a Sunday or a Holiday.

5. The Department head or designee shall have the authority to schedule all overtime work to be performed consistent with the provisions of this Article.
6. Application of the provisions of this Article shall not involve pyramiding of overtime.
7. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
   a. In a pay period that a full-time employee is paid for less than eighty (80) non-overtime hours because they worked and were paid for snow overtime during that pay period, in addition to reporting the hours worked at the straight time rates of pay to the ERS, the City shall report the overtime hours worked at the straight time rates of pay to the ERS up to a combined maximum of 80 reported hours worked at the straight time rates of pay during the pay period.

ARTICLE 22

SHIFT AND WEEKEND DIFFERENTIAL

1. An employee to be eligible for shift or weekend differential, shall be required to work not less than 4 hours of his/her regular workday in either the second or third shift, and when the employee satisfies this requirement the shift differential shall be paid for out of the hours of his/her regular workday.
2. Shifts eligible for shift differential are as follows:

2nd shift	3:00 p.m. - 11:00 p.m.
3rd shift	11:00 p.m. - 7:00 a.m.

3. Shift and weekend differentials are as follows:

2nd shift	$0.40 per hour
3rd shift	$0.45 per hour
Saturdays	$0.50 per hour
Sundays & Holidays	$0.60 per hour

4. An employee performing work compensated under the OVERTIME Article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

5. Shift and weekend differentials will be paid for regular assignments except for the fact that the employee was on vacation, 09 days, holiday, sick leave or funeral leave.

ARTICLE 23

CALL-IN PAY

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.
2. An employee who reports to work on a day other than Sunday or a holiday for an emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash in accordance with the OVERTIME Article of this Agreement.
3. An employee who is required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who is officially excused before completing three (3) hours of work shall be credited with three (3) hours of pay at time and three quarters (1.75); such credit shall be given in cash in accordance with the OVERTIME Article of this Agreement.

ARTICLE 24

OWED TIME

1. An employee who loses time from work during his/her regularly scheduled work week because of inclement weather or civil disturbances who is able to report to work shall be permitted to owe the time lost.
2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned emergency or other overtime work periods except when excused from assignment for a legitimate reason.
3. Owed time is to be made up at the rate of time and one-half (1.5).
4. There shall be a forty (40) hour cap on owed time after which pay deductions shall be

made.

ARTICLE 25

TERMINAL LEAVE

1. An employee covered by this Agreement, who retires under the provisions of the Employes' Retirement System of Milwaukee, (but excluding retirement on deferred or actuarially reduced pensions, as they are defined under the System), shall, upon retirement, be entitled to a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of the employee's earned and unused sick leave up to a maximum of thirty (30) eight-hour work shifts of pay.
2. Terminal Leave Compensation shall not be construed as affecting the employee's pension benefits. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall the payments be included in establishing pension benefits or payments.
3. Terminal Leave Compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.
4. An employee shall receive Terminal Leave Compensation only once during his/her lifetime.

ARTICLE 26

SAFETY SHOES

1. Eligibility

   Subject to the terms and conditions provided in subsections 2 through 5, inclusive, of this Article, below, employees in active service and assigned to Field Operations or in the classification of Sanitation Inspector, shall be covered by the safety shoe benefits hereafter provided, so long as they remain in active service, covered by this Agreement and assigned to Field Operations or in the classification of Sanitation Inspector.

   a. Employees in the classification of Sanitation Inspector shall become eligible for this benefit in calendar year 2009.
2. Description of Approved Safety Shoes

An employee's safety shoes shall be deemed "approved" if, and only if, they:

a. Meet the approval of the Sanitation Services Manager or his/her designee; and

b. Meet the requirements and specifications in American National Standard for Men's Safety-Toe Footwear, Z-41 I-75 C-75 and/or any other requirements and specifications established from time to time by the Sanitation Services Manager, or his/her designee; and

c. At least one shoe of the pair must be legibly stamped USAS or ANSI Z-41 I-75 C-75; and

d. Approved safety shoes must be serviceable at all times, damaged or worn out safety shoes will not be deemed approved - even if they were previously approved.

3. Safety Shoe Allowance

a. Each eligible employee shall be entitled to a Safety Shoe Allowance of up to $115 in calendar years, 2010 and 2011. The allowance will be granted following purchase of an approved pair of safety shoes by the employee. An employee shall be entitled to receive this allowance no more than once per calendar year. Because of extensive walking on the job, employees in the Sanitation Worker, City Laborer-Seasonal and Operations Driver Worker classification 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.

b. Reimbursement for approved safety shoes up to the maximum safety allowance specified in 3.a., above, shall be made to the employee or the shoe van vendor, if authorized by the employee, as soon as is administratively practicable following the date the Sanitation Services Manager or his/her designee receives satisfactory evidence indicating the purchase of approved safety shoes by the employee. Such satisfactory evidence shall be as prescribed by the Sanitation Services Manager or his/her designee. It shall require submitting the safety shoes purchased to inspection by Sanitation Section Administration for approval. It shall also require that the safety shoe purchase receipt be dated, bear the name of the employee, the name of the vendor where the purchase was made, and clearly

indicate that USAS or ANSI Z-41 I-75 C-75 safety shoes were purchased. In order to qualify for the Shoe Allowance provided herein, the employee's satisfactory evidence of purchase must be received by the Sanitation Section Administration no later than November 1 of the calendar year in which the purchase is made or no later than 30 calendar days following the date of such purchase, whichever is earlier.

c. During a calendar year, an employee must have at least 8 calendar weeks of active service in the Sanitation Section in order to be eligible for the Safety Shoe Allowance provided herein for that calendar year. An early advance of the Safety Shoe Allowance shall be granted to an employee as soon as administratively practicable, provided that the employee signs a form authorizing the City to deduct the full amount of any Safety Shoe Allowance from his/her paycheck, if he/she fails to work a minimum of eight (8) calendar weeks in the Sanitation Section. Failure or refusal to authorize the City's recoupment of safety shoe payments as described herein, shall preclude an employee from being granted any early advance of the Safety Shoe Allowance.

d. An employee who received any kind of safety shoe allowance benefit from the City during a calendar year, other than the shoe allowance provided herein shall not be entitled to receive the shoe allowance provided herein for that calendar year.

e. Payments made under the provisions of this Article shall not be construed as being part of said employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.

f. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

4. Wearing of Safety Shoes Required

As a condition of employment, all employees assigned to Field Operations or in the classification of Sanitation Inspector shall be required to wear approved safety shoes at all times while on duty. Any failure to comply with this requirement shall constitute

grounds for discipline.

5. Administration

The Sanitation Services Manager shall have the authority to establish such rules and procedures that he/she deems necessary to administer the provisions of this Article.

ARTICLE 27

FOUL WEATHER AND PROTECTIVE CLOTHING/EQUIPMENT ALLOWANCE

1. Subject to the terms and conditions hereinafter provided, an employee assigned to the Field Operations division and occupying a job classification of Cart Maintenance Technician, Operations Driver Worker, Sanitation Crew Leader, Sanitation Worker, Sanitation Worker/Shop Clerk, Utility Crew Worker, City Laborer (Seasonal), or Sanitation Inspector, shall be eligible for an annual Foul Weather and Protective Clothing/Equipment Allowance of $215.00 in calendar years, 2010 and 2011, so long as he/she remains assigned to the Field Operations Division occupying one of the above listed classifications. A portion of this allowance is in lieu of the City providing raingear. The allowance payments provided hereunder will be made in December of the calendar year in which they were earned. Pro rata adjustment computed to the nearest calendar month will be made for those employees who were eligible for the payments provided hereunder for less than a calendar year. Notwithstanding the above, allowance payments provided in this Article may be paid on the last payroll check to eligible employees who leave the service of the City or to eligible deceased employees if the City determines it is administratively practicable to do so.

   a. Employees in the classification of Sanitation Inspector shall become eligible for this benefit in calendar year 2009.

2. In consideration of the annual allowance provided hereunder, and as a condition of eligibility for receipt thereof, employees shall be required to meet all requirements set forth in the Work and/or Safety Rules of the Sanitation Section for the wearing or use of prescribed clothing and equipment. Except as specifically provided otherwise in this Agreement, such prescribed clothing and equipment shall be provided by the employee at his/her expense. The existing Section requirement that employees wear approved

gloves while working shall remain unchanged.

3. The allowance payments provided hereunder are in recognition of the existing inclement weather requirements set forth at Rule V of the Sanitation Section Rules entitled, INCLEMENT WEATHER.

4. The safety glasses program provided by the 1987-1988 City/Union Agreement shall remain unchanged for the duration of this Agreement, including the eligibility requirements for such program.

5. The City shall reimburse an employee for the cost of one eye examination during the term of this Agreement provided all of the following conditions are met:

   a. The employee is enrolled in the Basic Plan for his/her health insurance benefits.

   b. The Safety Commission has required the employee to provide an eye glasses prescription for his/her prescription Safety glasses.

   c. The eye examination occurred between January 1, 2010, and December 31, 2011.

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

ARTICLE 28

TUITION AND TEXTBOOK REIMBURSEMENT

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

2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of subsection 1, above, and meets the criteria specified under subsection 3 and subsection 4, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of $1,200 for calendar years, 2010 and 2011 of which $150 may be used for reimbursement of costs for laboratory fees and required

textbooks.

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

   a. All coursework and related homework must be done on the employee's own time, except that effective the next pay period following the execution date of this Agreement, course work approved to be on City time by both the employee's Department Head and Employee Relations Director may be on City time.

   b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position.

   c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.

   d. All courses taken must be of three (3) or more weeks duration except $1,200 may be used for short courses (less than three weeks duration) that are approved by management.

   e. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and all receipts of tuition and required textbooks within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.

   f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:

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

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

      (3) When grades are not given or the course of study taken is a non-credit one then the employee must present to aforesaid City-designated administrator within the time limit above described a written statement from the course's

instructor that the employee has satisfactorily completed the course of study.

4. An employee must remain in service for a six-month period after successful completion date of approved course or the amount reimbursed will be deducted from the employee's final paycheck. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet criteria in Section 3, above, payment will be deducted from the employee's paycheck.
5. Payment of reimbursement described under subsection 2, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received.
6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
7. The Director of Employee Relations shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 29

SICK LEAVE

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

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

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

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

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

3. A permanent full-time employee shall earn sick leave with pay at the rate of one and one-quarter (1.25) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. An employee who works an average of twenty (20) hours per week on a year-round basis shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service. An employee working less than full-time but more than twenty hours per week shall earn sick leave with pay on a pro-rata basis.

4. Sick leave allowance which accumulates up to 120 working days shall be credited to an employee's "normal sick leave account" from which sick leave shall be granted with full pay. Sick leave allowance accumulated in excess of 120 working days shall be termed the "special sick leave account" from which sick leave shall be granted with half pay. Effective on the effective date of the Long Term Disability Program, the “ special sick leave account” shall be eliminated, except as provided in the Long Term Disability Program Article. Effective on the effective date of the Long Term Disability Program, the maximum sick leave accrual for all employees shall be capped at 120 days, except as provided in the Long Term Disability Program Article.

5. The "special sick leave account" shall not be charged until the "normal sick leave account" has been exhausted. When the balance in the "normal sick leave account" falls below 120 working days, additional days of unused sick leave shall be accumulated in the "normal sick leave account" until the balance again reaches 120 working days; further credits shall then be accumulated in the "special sick leave account." Effective on the effective date of the Long Term Disability Program, this special sick leave

account shall be eliminated.

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

7. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.

8. 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 beginning on or after the first day of Pay Period 1, 1999 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 the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control letter.

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

10. Absenteeism Control Incentive Program

    a. The Absenteeism Control Incentive Program shall be continued until Pay Period 1, 2012. Nothing herein shall be construed as requiring the City to continue the program after Pay Period 26, 2011.

    b. The trimester periods are defined as follows:

        Trimester 1 - Pay Period 1-9

        Trimester 2 - Pay Period 10-18

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

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

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not tardy or AWOL, 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 each of the Trimester periods set forth in subsection 10.b. that an employee is eligible for an absenteeism control incentive benefit, he/she shall be entitled to elect one of the following in accordance with procedures established for that purpose by the Sanitation Division:

(1) A Special Absenteeism Incentive Payment

An employee receiving a special absenteeism 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 Absenteeism Incentive Day

An employee receiving a Special Absenteeism Incentive Day shall earn one eight-hour day off with pay. Such day off must be rolled into his/her vacation as follows: Any special incentive days earned in Trimester 1, 2010 or Trimester 2, 2010 shall be picked as vacation days during the annual vacation pick in the fall of 2010 to be taken in fiscal year 2011 in accordance with Sanitation Section vacation procedures. Any special incentive days earned in Trimester 3, 2010, Trimester 1, 2011, or Trimester 2, 2011, shall be picked as vacation days during the annual vacation pick in the fall of 2011 to be taken in fiscal year 2012 in accordance with the Sanitation Section vacation procedures and a special incentive day earned in Trimester 3, 2011, shall be picked as a vacation day during the annual vacation pick in the fall of 2012 to be taken in fiscal 2013 in accordance with the Sanitation Section vacation procedures. For purposes of this Section, fiscal year shall be defined as "Pay Periods 1-26 or 1-27, whichever is appropriate".

ARTICLE 30

DUTY INCURRED DISABILITY PAY

Effective as soon as administratively practicable after the execution date of this Agreement "Injury Pay" (Duty Incurred Disability Pay) shall be as stated in Section 1 through 9, below. Prior to that date, benefits shall be as stated in Sections 1 through 9 of the 1995-1996 City/Union labor agreement.

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 up to 80% of his/her base salary, as "injury pay," in lieu of Worker's Compensation for the period of time he/she may be temporarily, totally or partially, disabled because of this injury, not to exceed a total of one calendar year. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such pay period shall not exceed the amount of net pay he/she would have received if he/she had not been on "injury pay"

during such pay period. For purposes of this Article, net pay is defined as the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he/she is determined to be eligible for "injury pay". For an employee receiving less than eighty(80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such hours shall be 80% of his/her base salary.

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

3. In providing "injury pay" in an amount as indicated in Sections 1 and 2, above, the employee agrees to allow the City to make the applicable payroll adjustment to his/her biweekly pay check and make no subsequent claim for this amount whatsoever. This deduction shall be administered so as not to reduce the employee's pension benefits. For purposes of interpretation of the provisions of this Article, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay period he/she is receiving "injury pay".

4. An employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to "Injury Pay" Duty Incurred Disability Pay.

5. Notwithstanding subsections 1 through 4, above, City Laborers (Seasonal) are not eligible for "Injury Pay" (Duty Incurred Disability Pay).

6. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial, disability benefits under the Worker's Compensation Act, but such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored to the employee.

7. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.

8. If the Internal Revenue Service (IRS) determines that the "injury pay" benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the applicable employee deduction from "injury pay" benefits provided for in sections 1 and 3.

9. If because of a third party involvement in any duty-incurred injury, the City receives a portion of the monies that had been paid to employees as duty-incurred disability pay, the employees shall have a corresponding number of duty-incurred disability pay days restored to his/her account.

ARTICLE 31

VACATIONS

1.a. Field employees shall earn vacation time in the following manner:

(1) 5.3 hours per pay period for employees who have completed less than six years' creditable service;

(2) 6.9 hours per pay period for employees who have completed at least six but less than 11 years of creditable service;

(3) 8.4 hours per pay period for employees who have completed at least 11 but less than 17 years of creditable service;

(4) 10.0 hours per pay period for employees who have completed at least 17 years of creditable service.

1.b. Main Office Employees

Main office employees shall earn vacation time in the following manner:

(1) 3.7 hours per pay period for employees who have completed less than four (4) years creditable service;

(2) 5.3 hours per pay period for employees who have completed at least four (4) but less than 9 years of creditable service;

(3) 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service;

(4) 8.4 hours per pay period for employees who have completed at least 14 years but less than 21 years of creditable service;

(5) 9.9 hours per pay period for employees who have completed at least 21 years of creditable service.

2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under subsection 1, above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.

3. Eligibility for, and accumulation of vacation shall begin upon appointment to a position eligible for vacation. Effective Pay Period 1, 1995, an employee who works as a City Laborer (Seasonal) shall begin to earn vacation benefits. During 1995 such employees may take vacation time earned upon becoming regular (worked 2080 hours). A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.

4.a. The maximum amount of vacation a field employee can maintain in his/her vacation account shall be as follows:

(1) 176 hours for employees who have completed less than 6 years of service;

(2) 216 hours for employees who have completed 6 years of service but less than 11 years of service;

(3) 256 hours for employees who have completed 11 years of service but less than 17 years of service;

(4) 296 hours for employees who have completed 17 years of service.

4.b. The maximum amount of vacation a main office employee can maintain in his/her vacation account shall be as follows:

(1) 136 hours for employees who have completed less than 4 years of service.

(2) 176 hours for employees who have completed 4 years of service but less than 9 years of service.

(3) 216 hours for employees who have completed 9 years of service but less than 14 years of service.

(4) 256 hours for employees who have completed 14 years of service but less than 21 years of service.

(5) 296 hours for employees who completed at least 21 years of service

5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. Except as provided below, in no case may an employee's vacation account balance be less than negative eighty (80) hours. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from his/her paycheck. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time. The Sanitation Services Manager shall have the authority to charge regular vacation account balances to levels below negative eighty (-80) hours in cases where an employee's annual vacation picks result in a situation which would otherwise require the denial of scheduled vacation time due to a lack of an appropriate account balance.

6. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously

scheduled vacation period of five (5) days or more in duration.

7. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.

8. An employee scheduling a two-week vacation which by its term starts with a regular Monday work day shall be guaranteed that they will not be scheduled for regular or overtime work (a) on the Saturday or Sunday before the vacation starts; or (b) on the Saturday or Sunday succeeding the vacation period. It is understood that the provision of this vacation guarantee might necessitate some changes in vacation scheduling in the affected areas.

9. The City shall adjust an employee's length of service to reflect his/her full-time status as a City employee.

10. Transitional Vacation Account

    Effective Pay Period 1, 1996, the amount of vacation earned by an employee in 1995 for use in 1996 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

11. Upon written request, the Sanitation Services Manager may credit vacation accounts to compensate employees who take an approved leave of absence of 5 days or less.

ARTICLE 32

HOLIDAYS

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. The last normal workday before Christmas Day

h. Christmas Day (December 25)

i. The last, normal work day before New Year's Day.

j. Good Friday

k. The 3rd Monday of January to commemorate Dr. Martin Luther King's birthday

2. Whenever Independence Day falls on a Saturday, the preceding Friday shall be observed as a holiday.

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

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

5. The provisions of this Article shall not cover an employee who receives extra pay in lieu of holidays.

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

7. 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.

8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observe the law but the operation of the law shall not increase or diminish the number of holidays with pay granted annually.

ARTICLE 33

MILITARY LEAVE

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 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) Continuous Service

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) Intermittent Service

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

c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under subsection 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 1.b.), and to make no subsequent claim for it whatsoever. This deduction shall be administered so as

not to reduce employee pension benefits.

d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following the employee's release from military duty.

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

a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.

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

c. The right to reinstatement provided in subsection 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 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 2.c. (1) above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty or one year after the employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

In the event an individual granted a leave of absence for military service under this paragraph fails to meet the requirements provided in subsections (1) or (2) of this paragraph, above, or the employee's military service is

not covered under these two subsections, the City shall be under no obligation or requirement to reinstate the individual to City employment.

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

ARTICLE 34

TIME OFF FOR JURY DUTY

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 pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.
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. An employee shall immediately notify the City when compensation is received for such appearance and such amount equal to his/her compensation received (exclusive of travel pay and for such duty or service performed on off-duty days) shall be deducted from his/her paycheck.

3. An employee shall not be eligible for overtime while on jury duty, even if jury duty extends beyond eight hours in one day.

ARTICLE 35

FUNERAL LEAVE

1. DEFINITIONS:
   a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of one of the employe's grandparents.
   b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. Effective the next pay period following the execution date of this Agreement under Article 35.1.b., include spouse's sibling's spouse in definition of brother-in-law and sister-in-law.
2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three work days with pay; these work days shall be limited to work days falling within the ten consecutive calendar day period that begins on the day of death.
3. In the case of a death of one of the employee's grandparents, the employee may use one work day with pay to attend the funeral of that grandparent.
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.

ARTICLE 36

PENSION BENEFITS

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

   a. Notwithstanding any provision of Chapter 36-05 of the Milwaukee City Charter and the Rules of the Annuity and Pension Board, for employees retiring on a service retirement allowance on or after January 1, 2005 with at least 5 years of City service, hours worked as a City Laborer-Seasonal or Playground Laborer Seasonal (MPS) shall be taken into account in determining the amount of their service retirement allowance. The additional creditable service earned under this provision shall be granted in accordance with Board Rules and shall not exceed one year of creditable service. The additional creditable service earned under this paragraph shall not be taken into account for any other purpose including, but not limited to determining eligibility for a service retirement allowance under Chapter 36-05-1-d or f, a deferred retirement allowance under Chapter 36-05-6-b-2 or 6-d-2, an early retirement allowance under Chapter 36-05-6-b-3 or 6-c, or eligibility for additional imputed service credit under Chapter 36-04-4.

   b. Creditable service for active military service, as provided in 36-04-1-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007.

   c. Effective upon the execution date of the Agreement, employees hired on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance

with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.

d. Employees who retire during calendar year 2010 or 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement. This provision shall sunset December 31, 2011.

e. Employees who during the time period of May 1, 2010 through April 30, 2011, 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. This provision shall sunset at the end of 04/30/2011.

ARTICLE 37

HEALTH INSURANCE

1. Benefits

a. Basic Plan

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

(1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a

hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Pre-Admission Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.

(2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders, shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension to such maximum of no more than 30 additional days during the calendar year may be allowable where such extension is medically justifiable. All other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall remain unchanged.

(3) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility or physician's office, that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be two thousand dollars ($2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged including the current

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

(4) An employee's Basic Plan benefits shall terminate on the last day of the calendar month in which the employee separates from active service.

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

this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

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

(7) Transplant Benefits

(a) Medically necessary human to human heart transplants shall be added as a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review Program set forth in subsection 37.1.a.(5) of this Article, above.

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

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

(9) Data obtained through the Health Risk Assessment (HRA) shall not be shared with the City of Milwaukee Worker's Compensation Section.

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in subsection 37.1.b.(2), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 37.1.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) Employee's shall be responsible for the following co-payments:

(a) An employee shall pay a $10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 37.1.b.(3)(b) and (c), hereunder.

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

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

(d) An employee shall pay a $50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.

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

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

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

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

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

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

(4) Data obtained through the Health Risk Assessment (HRA) shall not be shared with the City of Milwaukee Worker' s Compensation Section.

c. Basic Dental Plan

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

d. Prepaid Dental Plans (PDP)

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

e. Cost Containment Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

(2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.

(3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 37.1.a. through 37.1.d.

(4) The City, in conjunction with its insurance administrator, carrier, or

provider shall have the right to develop and implement any other cost containment measure it deems necessary.

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

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

2. Eligibility for Benefits

a. An employee in active service whose normal hours of work average more than 20 hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option. An employee in the City Laborer (Seasonal) classification, in active service, shall be entitled to benefits through either the Basic or an HMO Plan at his or her option.

b. An employee shall not be eligible for the benefits provided in subsection 37.1, above, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis. An employee in the City Laborer (Seasonal) classification shall be entitled to Health Insurance benefits but shall continue not to be eligible for dental insurance.

c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 37.1.c. or 37.1.d., above, so long as he/she remains in active service. All eligible employees, while in active service, may participate in a City Dental Plan as described in subsections 37.1.c. and 37.1.d., above, with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be entitled to Dental Plan benefits.

d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 37.1.a. or 37.1.b., for the term of this Agreement.

e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 37.1.a. or 37.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. Thereafter, such individuals shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 37.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

f. Commencing January 1, 1996, 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 subsections 37.1.a. and 37.1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 37.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

g. Effective May 1, 2010 through April 30, 2011, an employee in active service who retires on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 37.2.e, subject to the provisions of that section, or if the employee has at least 30 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 37.2.f, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 37.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during the time period of May 1, 2010 through April 30, 2011 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 37.2.e or f and shall be subject to the cost of coverage provisions under Article 37.3.c.(1) or (2).

h. Effective as soon as practicable after the execution date of this Agreement, 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.

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

a. Employees in Active Service

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

(a) Except as provided in subsection 37.5., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $75.00 per month for single

enrollment when such employee's enrollment status is single and $150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) Except as provided in subsections 37.5 and 37.6, below, effective the first full calendar month following implementation of the annual HRA for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

i. The employee contribution shall increase to $85.00 per month for single enrollment when an employee's enrollment status is single and to $170.00 per month when an employee's enrollment status is family.

ii. The employee contributions shall also increase $20.00 per month over the amounts specified in subsection 37.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be $75.00 per month for single enrollment when an employee's enrollment status is single and $150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

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

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

(b) Except as provided in subsection 37.5, below, an employee enrolled in an HMO plan shall contribute $20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and $40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

(c) Except as provided in subsections 37.5, and 37.6 below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:

i. An employee shall contribute $30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and $60.00 per month

toward the monthly subscriber cost of the HMO plan when such employee' s enrollment status is family

ii. An employee shall also contribute an additional $20.00 per month over and above the amount specified in 37.3.a(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

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

(d) In addition to the amounts specified in subsections 37.3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

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

(2) 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.

(3) An employee who exhausts his/her sick leave during the term of this

Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2010 and 2011 the City's contribution toward the cost of maintaining the benefits during this period shall be as provided for respectively in subsection 37.3.a.(1), above. This provision shall not cover retirees (including disability retirements).

b. Duty Disability

Calendar Years 2010 and 2011

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

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

(1) Except as noted below, eligible employees under subsections 37.2.e or 37.2.f. of this Article, above, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of $30 per month for single enrollment when such employee's enrollment status is single and $60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing $30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees

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

(2) For eligible employees under subsections 37.2.e. or 37.2.f, of this Article, above, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsections 37.1.a. or 37.2.b, of this Article above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 37.2.e. or 37.2.f., of this Article, above, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 37.1.a. or 37.1.b, of this Article 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 single enrollment for retirees in the Basic Plan.

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

(4) Surviving Spouse

The provisions of subsections 37.3.c.(1) or 37.3.c.(2) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsections 37.2.e. or 37.2.f. of this Article.

4. Cost of Coverage -- Dental Plan

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

5. Pro rata Credit for Half-time Employees or Employees in City Laborer (Seasonal) Position

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 or an employee in a City Laborer (Seasonal) position shall contribute the following amount toward meeting the subscriber cost in the Plan elected:

a. An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection 37.3.a.(1), above; or

b. An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection 37.3.a.(2), above; or

c. An employee enrolled in a HMO Plan with family enrollment status shall

contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection 37.3.a.(2), above.

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

6. Effective the first full calendar month following implementation of the annual HRA in addition to the employee contribution specified in subsections 37.3.a.(1) and (2), above, a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement or an employee in a City Laborer (Seasonal) position shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsection 37.5, above.

7. Self-Administration Offset

   The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 37.1., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, the effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 37.3., 37.4., 37.5. and 37.6, above, for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under subsections 37.3., 37.4., 37.5., and 37.6, of this Article, if the provision was not in effect.

8. Non-Duplication

   a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 37.1.a. or 37.1.b., the

coverage shall be limited to one family plan.

b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.

c. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 37.1.a. or 37.1.b. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

d. For an employee who retires after January 1, 1991, if more than one City retiree is a member of the same family, as the term, "family," is defined in the provisions of the Plans defined in subsections 37.1.a. or 37.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

9. Employees on Leave of Absence, Layoff or Suspension

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

10. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 37.1., above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

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

12. Effective Date

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

ARTICLE 38

LIFE INSURANCE

1. Eligibility For Benefits

   a. An employee's eligibility for election and maintenance of the Life Insurance benefits hereinafter provided shall be as set forth in either the contract between the City and any insurance carrier or administrator providing the benefits or directly by the City if the City elects to provide these benefits on a self-insured basis. An employee in City Laborer (Seasonal) or Operations Driver Worker classification shall be eligible for group Life Insurance benefits on the same basis as other City employees as specified under Chapter 350-25, Sec. 3 of the Milwaukee Code of Ordinances.

   b. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.

   c. An employee's eligibility for Life Insurance benefits between 1.5 times his/her annual basic salary and $100,000 is subject to the terms and conditions as established from time to time by the City and/or its life insurance carrier.

2. Election of Benefits

   a. The terms and conditions for election of Life Insurance benefits by any eligible employee shall be as prescribed by the City or by the contract between the City and any insurance carrier or administrator providing the benefits hereunder, as appropriate.

   b. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02 (8) of the

Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to revoke such waiver and elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

3. Amount of Life Insurance Benefits

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

b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance at his/her option in increments of $1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or $100,000 whichever is greater. This coverage shall be made available to 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. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

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 sixty-fifth (65th) birthday and by an additional 16 2/3% on his/her seventieth (70th) birthday and by an additional 16 2/3% on his/her seventy-fifth

(75th birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

4. Adjustment of Coverage

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

5. Cost of Life Insurance Benefits

Eligible employees electing life insurance benefits shall pay to the City an amount equal to $.21 per month for each $1,000 of coverage in excess of $32,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each $1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for life insurance benefits.

6. Conditions and Limitations on Benefits

a. An employee eligible to elect life insurance benefits must elect the maximum amount to which he/she is entitled to under the Base Coverage, section 3.a..

b. The life insurance benefits provided hereunder shall only cover employees while they are in active service. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City, and shall not be subject to the grievance and arbitration provisions of this Agreement.

7. Right of City to Change Carrier

It shall be the right of the City to select and, from time to time, to change the carrier(s)

that provide the benefits set forth above. The City shall, at its sole option, have the right to provide these life insurance benefits on a self-insured basis.

ARTICLE 39

GRIEVANCE PROCESSOR

1. The City will pay up to a total of eighty (80) hours per pay period, at straight time rates, for a total of four (4) grievance processors appointed by the Union to serve the three collection areas, such time to be taken in eight hour increments as nearly as possible.
2. Grievance processors shall be covered under the City's general Automobile Reimbursement program.

ARTICLE 40

MUTUAL OBLIGATIONS

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.
2. The City covenants, agrees, and represents to the Union that 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.
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 41

PROBATIONARY PERIOD

1. Employees upon regular City Service appointment shall serve a period of probation,

which may be extended by the City Service Commission. The periods of probation shall be as follows:

a. An employee initially hired or transferred into the Sanitation Section as a City Laborer (Seasonal) or Sanitation Worker shall serve six (6) months.

b. An employee promoted, transferred or laid off into a position in pay ranges 400 thru 440 or 300 thru 335 shall serve three (3) months.

c. An employee appointed to a position in the Sanitation Section, except as described in 1.a. and 1.b., above, shall serve six (6) months.

d. Service does not include time worked during a temporary appointment.

2. The months required for each probationary period do not have to be worked consecutively.

3. The City Service Commission shall administer and control the provisions of this Article regarding the probationary periods of employees in the bargaining unit.

ARTICLE 42

SNOW REMOVAL OPERATIONS

1. If the City determines in a snow removal situation that all or some of its vehicles require a second employee to render assistance to the driver of the vehicle of the nature rendered by Sanitation Workers in the past and if the normal regular duties of such employees permit such assignment, the work shall be assigned to Sanitation Workers in accordance with existing procedures which the Division has established for safe and efficient operations. Nothing in this paragraph requires the use of such employees, cessation, or curtailment of other duties of such employees, or recall of employees from layoff.

2. If the Sanitation Section assigns employees to a limited snow and ice control operation during a scheduled workday, they will be assigned according to their seniority in the district they are working rather than by division wide seniority. For purposes of this section, district seniority means the relative status based upon the regular appointment date within the job classification represented by the Union among employees actually working in the district on the day of the limited snow and ice control operation.

ARTICLE 43

TASK RATE

Sanitation Workers who work on crews that utilize rear container loaders shall receive a 10 cent ($.10) per hour differential.

ARTICLE 44

BARGAINING UNIT WORK

The City is in accord with the principle that supervisors should not, as a regular procedure, do work which has normally been assigned only to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the City's operations requires some degree of flexibility in that regard in order to meet emergencies, permit experimentation and equipment testing, provide for the training of employees, permit appropriate use to be made of all skills and abilities and to meet operational needs. If such dispute goes to arbitration, the standards for determining compliance or non-compliance with this paragraph shall be whether the City has acted without proper regard for the principles stated in this paragraph. Enforcement of this paragraph shall be in accordance with Articles 14 and 15 of this Agreement.

ARTICLE 45

LONG TERM DISABILITY PROGRAM

1. As soon as administratively feasible on or after the next month following the execution date of this Agreement, the City will offer the Long-Term Disability ("LTD") Program.
2. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. LTD benefits shall begin only after all other temporary disability benefits, such as accumulated sick leave, have been exhausted.
3. During a qualifying period of disability, the LTD benefit program will provide no less than 60% of monthly base earnings (excluding bonuses and overtime) as income

replacement, up to a maximum of $5,000.00 per month, reduced by all available temporary disability benefits such as sick leave benefits; amounts available from any other city, state or federal programs which may be paid on account of the same disability; and any income earned by the employee during the period of disability.

4. Benefits payable under the LTD benefit program shall be established by an LTD benefit administrator selected by the City. The LTD benefit administrator shall provide a procedure for an employee to dispute claims and claim decisions. No dispute arising under the LTD benefit program shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the City has failed to pay required payments to the LTD benefit administrator.

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

6. The LTD benefit program will also render Special Sick Leave Accounts (Half Rate Sick Leave) unnecessary except for employees not eligible for LTD during the first year of the program due to a pre-existing condition. Consequently, sick leave accrual will be capped at 120 working days, except for employees not eligible for LTD during the first year of the program due to a pre-existing condition.

7. ACCRUED TIME OFF LEAVE DONOR PROGRAM. Effective on the effective date of the Long Term Disability Program, the Accrued Time Off Leave Donor Program will be eliminated, except for employees not eligible for LTD during the first year of the program due to a pre-existing condition. For such employees still eligible for the

Accrued Time Off Donor Program, the program has been modified to cover eligible employees who are unable to return to work full time.

ARTICLE 46

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

A Joint City-Union Early Intervention Program shall be established in accordance with the January 13, 1994 agreement between the City and the Union.

ARTICLE 47

AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize their obligation to comply with the Americans with Disabilities Act (ADA). Before the City takes any steps, including reasonable accommodation, that may conflict with this Agreement, it will meet with the Union to discuss those steps that may be taken in that individual case. In those discussions the parties will respect the confidentiality of the disabled person as required by the Act. Nothing in this provision shall preclude an employee from meeting with the City and Union regarding a request for a reasonable accommodation. This provision does not modify, change or delete any rights of either party contained within this Agreement.

ARTICLE 48

COMMUTER VALUE PASS PROGRAM

The City's Commuter Value Pass Program is extended to employees represented by the Union. The Program shall be administered by the Department of Employee Relations.

ARTICLE 49

MISCELLANEOUS

The City will provide employees with reports regarding their vacation and regular sick leave accounts once per year starting in 2002.

ARTICLE 50

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on date Agreement is approved by the Common

Council. (January 19, 2011)

ARTICLE 51

SAVINGS CLAUSE

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

ARTICLE 52

ENTIRE AGREEMENT

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 28 day of FEBRUARY, 2011

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

PUBLIC EMPLOYEES' UNION #61
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
AFL-CIO, CLC

BY: _____
John (Chuck) Weigman
Business Manager

_____
James J. Stanislawski
President

_____
Rich Wineland
Vice-President

_____
(Vacant)
Secretary-Treasurer

_____
Robert Franson
Recording-Secretary

_____
Leon Voelz
Union Representative

_____
Johnnie Madlock
Union Representative

_____
Michael Brahm
Union Representative

_____
John Liebiger
Union Representative

CITY OF MILWAUKEE
A Municipal Corporation

BY: _____
Maria L. Monteagudo
Employee Relations Director

_____
Troy M. Hamblin
City Labor Negotiator

_____
Nicole M. Fleck
Labor Relations Officer

FOR THE CITY:

_____
Tom Barrett
Mayor

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

_____
Ronald D. Leonhardt
City Clerk

_____
for W. Martin Morics
City Comptroller

_____
Michael Murphy
Alderman
Chairman, Finance and Personnel
Committee

SIGNATURES

APPENDIX A

WELLNESS AND PREVENTION

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The City has agreed that two of the nine union members on the Wellness and Prevention committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association (MPA) as determined by the MPA, one of the nine members shall be from Milwaukee Professional Firefighters' Association Local 215 as determined by Local 215, one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group, one of the nine members shall be a member from Technicians, Engineers and Architects of Milwaukee (TEAM) as determined by TEAM, one of the nine members shall be a member from SEIU Healthcare District 1199 WI/Staff Nurses' Council (SEIU) as determined by SEIU, and one member shall be from the Association of Municipal Attorneys as determined by the Association. The City has agreed that no other Union except DC 48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

make a decision shall be subject to any aspect of the various grievance procedures, complaint procedures, court action, or any other type of dispute resolution mechanism.

The City shall develop a Request for Proposal (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The Committee

shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

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