

**AGREEMENT**

**Between**

**CITY OF MILWAUKEE**

**And**

**MILWAUKEE BUILDING AND CONSTRUCTION TRADES COUNCIL  
AFL-CIO**

**Effective August 1, 2010 through July 31, 2012**

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 and  
 Milwaukee Building and Construction Trades Council  
 2007-2010

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AGREEMENT

Between

CITY OF MILWAUKEE

And

MILWAUKEE BUILDING AND CONSTRUCTION TRADES COUNCIL

AFL-CIO

August 1, 2010– July 31, 2012

**PREAMBLE**

This Agreement is made at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, hereinafter referred to as the "City," and the MILWAUKEE BUILDING AND CONSTRUCTION TRADES COUNCIL, as representative of bargaining unit employees listed in Appendix A, who are employed by the City of Milwaukee, and hereinafter referred to as "Union."

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

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

It is intended that the following Agreement shall be a full and complete Agreement consistent with the provisions of Section 111.70, Wisconsin Statutes.

## **ARTICLE 1**

### **DURATION**

This Agreement shall remain in full force and effect commencing at 12:01 a.m. on August 1, 2010, and terminating at 12:01 a.m. August 1, 2012. Either party may reopen the contract by notice served upon the other not earlier than May 31, 2012, nor later than June 30, 2012, indicating areas in a succeeding contract in which the party requests changes.

## **ARTICLE 2**

### **RECOGNITION**

The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who have passed the City's probationary period and who are in classifications covered by the appropriate bargaining unit certification of the Wisconsin Employment Relations Commission as of August 1, 2010.

This provision is set forth merely to describe the bargaining representative and the bargaining unit covered by this collective bargaining agreement and is not to be interpreted for any other purpose.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The Union recognizes that it is the prerogative of the City to determine the mission of the City and each of its departments, to determine the means, manpower, procedures and methods by which such mission will be accomplished, to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City.

Specifically, and without limitation thereto, by reason of enumeration, the Union recognizes:

1. The exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related

to wages, hours, and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this Contract.

2. That the City has the right to schedule regular and overtime work as required in a manner it deems most advantageous to the City.
3. That the City reserves the right to discipline or discharge for cause.
4. No action of the City in admonishment of an employee or in encouraging the employee to improve his/her performance, attendance or punctuality shall in any case be deemed an appropriate subject for the grievance procedure. Neither the Union or City shall have the right or obligation to discuss same as a grievance.
5. That the City reserves the right to lay off employees.
6. That the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations and the City may act to contract or subcontract any part or portion of its work without violation of its obligations hereunder to the Union or its members. The right of contracting or subcontracting is vested in the City. Except in cases which the City deems to be an emergency situation, the City will give reasonable and timely notification of and discuss with the Union any proposed contracting or subcontracting. The City will give the Union reasonable and timely notice in cases in which the Union's bargaining unit personnel are involved and affected wherein City departments are merged or separated and will afford the Union an opportunity to present its position with respect to the City's action.
7. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

#### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

- A. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.

- Step #1. If an employee has a grievance, he/she, either alone or accompanied by a Union representative or by a Union Steward, shall first present the grievance to his/her immediate supervisor orally within ten (10) days of the occurrence or within ten (10) days of the date upon which the employee knew or could have known of the occurrence which forms the basis of the alleged grievance.
- Step #2. If the grievance is not settled at the first step, it shall be reduced to writing and presented by the grievant to his/her immediate supervisor within the above time limits. Within ten (10) working days of receipt of the written grievance, the Division-head or his/her designee shall furnish the employee and the Union president with a written answer to the grievance. Any employee desiring to process a grievance beyond step 2 shall do so only with the written authorization of the Council's bargaining representative or his/her designee on the original grievance or appeal forms provided by the City. The bureau or division head shall, if he/she deems necessary, confer with the aggrieved and the Union before making his/her decision.
- Step #3. If the grievance is not settled at the second step, or if the grievant and Union president have not received a written answer within ten (10) working days after appealing the grievance to Step 2, the Union president may appeal in writing within ten (10) working days to the department head, who shall notify the aggrieved and the Union of the City's decision in writing within ten (10) working days from receipt of the appeal.
- Step #4. If the Union advances to arbitration a third step decision appropriate under the following criteria, it shall be reviewed at a meeting between the Labor Negotiator, or his designee, and the president of the Union, or his/her designee, held periodically for that purpose. The parties are empowered to settle such grievance, and no further step in the arbitration process shall occur until such meeting has occurred, or the parties, by written agreement, shall have waived such meeting.
- B. When a grievance hearing is held at the second (division head) step, or third (Commissioner) step of the grievance procedure, a named employee who has filed a grievance and the Union

official or representative, the presence of whom is required for the purpose of giving testimony, shall be given notice of at least 24 hours before a meeting is held. The Union may waive this requirement.

- C. Each written grievance shall set forth on the form prescribed the specific provision of the Agreement which the individual or the Union claims has been violated. The written grievance shall list the time, place and circumstances or facts that are being grieved and shall contain a specific requested remedy.
- D. No claim of violation of the Management Rights clause shall be regarded by the parties hereto as a grievance. Unless an allegation in the original grievance is made that a specific exception in the clause itself is made, no individual, the Union, or the City shall have the right or obligation to discuss same as a grievance.
- E. "Days," when the word is used in this article, refers to working days. Any grievance which the Union does not elect to advance in the grievance procedure within the prescribed period shall be deemed a dropped grievance and deemed settled on the basis of the last answer which the City has given in the last completed step of the grievance procedure unless the parties have, in writing, in unusual circumstances, agreed to an extension of time for a definite period or have waived the step completely.
- F. By mutual agreement, the parties may extend any of the time limits contained in the grievance steps.

## **ARTICLE 5**

### **ARBITRATION**

- A. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 120 working days following the action or occurrence which gives rise to the issue to be arbitrated.
  - 1. Arbitration may be initiated by the Union serving upon the City's Labor Negotiator a notice in writing of its intent to proceed to arbitration. Said notice shall identify the contract provision listed in the original grievance upon which the Union relies, the grievance or grievances, the department and the employees involved.

2. Unless the parties can, within five working days following the receipt of such 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 said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. The Union shall strike first.
3. Whenever one of the parties deems the issue to be arbitrated 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 chairman of the arbitration panel.
4. For purpose of brevity, the term, "arbitrator," as used herein, shall refer either to a single arbitrator or a panel of arbitrators, as the case may be. The following subjects shall not be submitted nor subject to arbitration:
  - a. Provisions of the Agreement, which affect the obligations of the City under provisions of Wisconsin Statutes or make the performance of such obligations more difficult.
  - b. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
  - c. Any pension matter.
  - d. Disputes or differences regarding classifications of positions, promotions of employees and elimination of positions, except as provided in the contracting and subcontracting provisions.
  - e. Any matter concerning the rights hereunder of a probationary employee.
5. 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 herein.
6. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results

from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination shall cover any period of time which is prior to the date of execution of this Agreement.

- B. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate 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. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07, of the Wisconsin Statutes, shall apply. The arbitration award shall be reduced to writing, subject to Section 788.08, through and including 788.15, of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- C. 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.
- D. The arbitrator shall expressly confine him/herself to the precise issue submitted for arbitration; and he/she shall not submit declarations of opinion, which are not essential in reaching the determination of the question submitted unless requested to do so by both parties.
- E. All expenses involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

## **ARTICLE 6**

### **UNION RIGHTS AND OBLIGATIONS**

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. The Union accepts and recognizes the right of the City, in the delivery of municipal services, to utilize the services of volunteers or other persons who are not paid by the City, as the City deems best serve its interests.

#### A. Union Business and Union Meetings

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

#### B. Union Negotiators

The Union shall advise the City of the names of its negotiators.

#### C. Check Off of Union Dues

1. For each employee in the bargaining unit, the City will honor a statutorily acceptable dues check-off request during the term of this Agreement or any extension thereof.
2. The City will pay amounts deducted from the employee's earnings to the treasurer of the Union within ten (10) days after the pay day on which the deduction was made, together with a list of employees from whose pay the deduction was made.

#### D. Fair Share Deductions

1. For each employee in the bargaining unit who has not submitted a statutorily acceptable dues check off request, the City, during the term of this Agreement or any extension thereof, will deduct from the pay of such employee an amount which the Union certifies to the City is the pro rata cost to the Union of negotiating and administering the labor agreement. Such certified sum shall not exceed the amount of the dues the employee would be required to pay had the employee executed a check off request. Remittance to the Union of the sums so deducted shall be as prescribed in the preceding paragraph.
2. Changes in dues or fair share amounts to be deducted shall be certified by the Union at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

3. The dues or fair share deductions will be made to the Union, which represents the employee the majority of his/her time in the pay period. If the time is equal, the dues or fair share deductions will be made to the Union representing the employee the majority of time in the last week of the pay period.
4. If there is a challenge made to the City's actions or activity in conjunction with the dues check-off/fair share provision, the Union shall protect and defend the City in the action, and shall save the City harmless including the reasonable costs and attorney's fees which City may incur in defending itself.

E. Union Stewards

1. The Business Representative of each trade employed by the City of Milwaukee shall have the right to appoint one Union Steward. Each Business Representative shall promptly inform the City of the name of the Union Steward and of any changes of stewardship.
2. The duties of the Steward shall be those specified in the various articles of this Agreement.
3. The City shall not interfere with the Union Steward in the exercise of his or her rights under Section 111.70, Wisconsin Statutes.

**ARTICLE 7**

**PROHIBITION OF STRIKES AND LOCKOUTS**

A. No Strikes

1. Neither the Union nor any member thereof shall cause nor counsel its members, or any of them individually, 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 assigned duties for the City. Any employee who commits any of the acts prohibited in this section may be subject to the following penalties:
  - a. Discharge.
  - b. Other disciplinary action.
  - c. Loss of all compensation, seniority rights, vacation benefits and holiday pay as determined by the City.
2. Upon notification confirmed in writing by the City Labor Negotiator to the Union that

certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately, provide the City with a copy of such an order and a responsible official of the Union shall publicly order them to return to work.

3. If a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

B. No Lockout

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.

## **ARTICLE 8**

### **HOURS OF WORK**

1. Except as provided in subsection 4, this Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. Nothing contained herein prevents the City from restructuring the normal work day or work week when the City deems such restructuring will best serve its needs or promote the efficiency of its operations; or from establishing and from time to time changing the work schedules of employees.
2. Except as provided in subsection 4, the "normal workday" shall be an eight-hour day excluding an unpaid lunch break; with starting times, lunch periods and quitting times established by general rule or individual employee assignments by departmental managers.
3. Except as provided in subsection 4, 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 their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.

4. For Painters, Bridge and Iron, Painter Leadworkers, Bridge and Iron, Painter Supervisors Ironwork, Painters, Painter Leadworkers, House, Painter Supervisors, House, Carpenters, Carpenter Leadworkers, Carpenter Supervisors, Ironworkers and Ironworker Supervisors working on special projects for specific time periods, the normal work day or normal work week shall be modified as follows provided that, prior to the start of the project, the City and employees assigned to the project have agreed, in writing, to a ten-hour work day:
  - a. Overtime is assigned work performed outside the regularly scheduled ten-hour shift or in excess of the normal 40 hour work week as defined in b. or c., below, or for work performed on holidays as defined in the Holiday Article of the City/Union Agreement.
  - b. The "normal work day" shall be a ten-hour day excluding an unpaid lunch break with starting times, lunch periods and quitting times established by general rule or individual employee assignments by department managers.
  - c. The first two sentences of existing subsection 3 shall be replaced by the following: The normal work week shall consist of four calendar days and as far as practicable, the days on which the employee shall not be required to work shall be Friday, Saturday and Sunday. Where departmental operations require work on Friday, Saturday or Sunday, 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 and the workweek does not exceed forty (40) hours.
  - d. The appropriate employee paid time off accounts for sick time, injury pay, vacation and compensatory time shall be charged at a rate of 10 hours for each day of such paid time off used.

e. If an employee elects to use an eight-hour sick leave incentive day during the time period he/she is regularly scheduled for a ten-hour day and elects to take the entire ten-hour day off, he/she shall use two hours of his/her accrued vacation or compensatory time off in order to receive payment for the full ten-hour day.

f. The above modifications in subsection 4.a. through e. shall not apply during a calendar week in which a holiday, as defined in the Holiday Article of this Agreement, falls.

Existing contract language (eight-hour day/five-day week) shall apply during that calendar week.

5. Nothing in this Agreement shall be construed as a guarantee of, or limitation on, the number of hours to be worked per day, per week or any other period of time.

6. Should the City deem it necessary or desirable to reduce for an employee or group of employees the normal hours of work, it may do so; and the salary schedules and all employer benefits expressed in days shall be adjusted proportionately for the period such reduction remains in effect.

## **ARTICLE 9**

### **WAGES**

1. During the term of the 2010-2012 Agreement, and subject to the provisions of paragraph b. of this subsection, the effective dates of wage rate increases and the percentage of the minimum hourly outside wage rate that will be applied to the minimum hourly wage rates of employees represented by the Union, after agreement has been reached on a labor agreement covering Milwaukee, Ozaukee, Washington and Waukesha Counties between the Milwaukee Building and Construction Trades Council and the recognized outside employer group for the comparable outside craft on the amount of any increase, shall be as follows:

a. (1) Effective Pay Period 16, 2010, - 95% of the outside minimum hourly wage rate that became effective June 1, 2009. These rates of pay shall remain in effect between Pay Period 16, 2010, and Pay Period 15, 2012.

b. Except as provided in subsections 2, 3, 4, 5, 9, and 14, below, the wage rate for each craft in the City bargaining unit shall be based on the percentages, as specified in paragraph a. of

subsection 1., above, of the minimum hourly wage rate, after agreement has been reached on the outside on the amount of any increase that will be applied to the minimum hourly wage rate between the Union and the recognized employer group for the comparable outside craft. The City titles for the City craft positions in the bargaining unit and the comparable outside craft positions to be used in determining the hourly wage rate of the City's position are shown in Appendix 'A' of this contract.

- c. The Union shall certify to the City the minimum rates of pay for each comparable outside craft for the period set out above as soon as such rates become available to the Union.
- d. The minimum hourly wage rate for each craft that shall be used to determine the City's wage rates for each craft shall be calculated as follows: the minimum rate of pay for each comparable outside craft that the Union certifies to the City shall be reduced by an amount equal to any reduction or elimination of any Fund Contribution below the aggregated amount per hour for all Fund Contributions contributed to the respective craft's Health and Welfare Fund, Pension Fund, Vacation Fund and Annuity Fund. As of June 1, 2009, the aggregated amount of Fund Contributions for the following crafts are as follows:

Painter	\$ 16.10	
Cement Finisher		16.62
Carpenter	19.88	
Bricklayer	15.24	
Sewer Mason	15.24	
Ironworker	21.19	
Painter Leadworker, House	16.10	
Painter, Bridge and Iron	16.10	
Painter Leadworker, Bridge and Iron	16.10	
Painter Supervisor, House	16.10	
Painter Supervisor, Ironwork	16.10	
Carpenter Leadworker	19.88	
Carpenter Supervisor	19.88	
Ironworker Supervisor	21.19	

- 2. A Carpenter Supervisor shall be paid at either an hourly rate of fifty cents (\$0.50) more than the hourly rate of the job classification of the highest paid employee he/she has been assigned for a full day by the Division to supervise or the hourly rate of Pay Range 991, whichever is greater.

3. A Painter, Leadworker, Bridge and Iron shall be paid at an hourly rate of eighteen cents (\$0.18) more than the hourly rate of Painter, Bridge and Iron.
4. A Painter Supervisor, Iron Work, shall be paid at an hourly rate equal to the hourly rate of Painter, Bridge and Iron plus the difference between the hourly rate for a City Carpenter Supervisor and the hourly rate for a City Carpenter.
5. A Painter Supervisor, House, shall be paid at an hourly rate equal to the hourly rate of the Painter plus the difference between the hourly rate for a City Carpenter Supervisor and the hourly rate for a City Carpenter.
6. An employee in the Painter job classification shall receive an additional thirty cents (\$0.30) per hour during the time period he/she is assigned to operate the spray equipment and is actually performing the spraying and cleaning of the spray equipment.
7. An employee in the Painter, Leadworker, House job classification shall receive an additional thirty cents (\$0.30) per hour during the time period he/she is either assigned to operate the spray equipment and is actually performing the spraying and cleaning of the spray equipment **or** is leading a crew who is actually performing the spraying and cleaning of the spray equipment.
8. An employee in the Painter Supervisor, House job classification shall receive an additional thirty cents (\$0.30) per hour for the entire regular day when a Painter or Painter, Leadworker, House receives the task rate as specified in subsection 7 or 8, above.
9. When the Division assigns an employee to perform Carpenter Leadworker duties, he/she shall be paid at a rate equivalent to 93% of the Carpenter Sub-Foreman wage rates under the MB & CTC Heading and Corresponding Title: "Bridge & Bldgs." "Marine" and "Shaft and Tunnel Construction" Labor Service.
10. Rates for employees covered by this Agreement are based on a wage offset in recognition of additional general City benefits.
11. The wages of employees shall be paid biweekly.
12. The City reserves the right to make corrections of errors to the Prevailing Wage and/or Salary Ordinances.
13. Employees performing lead abatement duties which under federal regulations require the use of

respirators and personal protective clothing shall receive an additional \$0.35 per hour while performing such duties. Employees shall not be eligible for the additional pay when occupying and performing the duties of the following classifications: Painter, Bridge and Iron, Painter Leadworker, Bridge and Iron, and Painter Supervisor, Iron Work.

14. The Painter Leadworker position in the Infrastructure Division that received limited additional supervisory duties and responsibilities shall be paid \$1.12 per hour more than the highest painter classification it supervises.
15. Within sixty days following execution of the Agreement, all employees shall be on direct deposit of paychecks.

## **ARTICLE 10**

### **SHIFT, WEEKEND AND HOLIDAY DIFFERENTIAL**

1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
  - c. Second shift - 3:00 p.m. to 11:00 p.m. - 40¢ per hour.
  - d. Third shift - 11:00 p.m. to 7:00 a.m. - 45¢ per hour.
2. An employee who is on paid vacation, holiday, sick leave or funeral leave during a period in which his/her regular shift assignment is the second or the third shift shall receive any second or third shift premium pay that he/she would have received had he/she not been on such paid leave.
3. In addition to base salary and whatever second or third shift premium pay that may be earned under subsection 1.a. or 1.b., above, an employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift on Saturday or Sunday shall be paid the following weekend differential premium for all the hours worked during that shift:
  - c. Saturday work - 3:00 p.m. to 11:00 p.m. - 50¢ per hour.
  - d. Sunday work - 11:00 p.m. to 7:00 a.m. - 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.

## **ARTICLE 11**

### **OVERTIME**

1. Overtime is assigned work performed before, beyond, and/or in addition to the 8-hour shift or ten-hour shift (in the case of employees whose work week is defined in section 4 of the HOURS OF WORK Article), or in excess of the hours defined in the HOURS OF WORK Article of this Agreement, or for work performed on holidays, which is compensated in extra pay or in extra time off.
2. Overtime compensation will only be paid for time actually worked.
3. Overtime compensation shall be as follows:
  - a. Cash Overtime:

Overtime will be compensated for at the rate of one and one-half (1.5) times pay for hours actually worked. Overtime will be compensated in cash at the rate of one and one-half times pay for hours actually worked, except when compensatory time off is available as set forth in section b., below.
  - b. Compensatory Time Off
    - (1) An employee may elect to be compensated for overtime in compensatory time off at the rate of one and one-half times the overtime hours actually worked, subject to the limitations of 3.b.(2) and 3.b.(3), below.
    - (2) An employee's accumulated compensatory time off at no time shall exceed 60 hours, which is equivalent to 40 hours worked on a time and one-half basis.
    - (3) An employee may not under any circumstances elect compensatory time off for emergency overtime work assignments. Such emergency overtime work shall be compensated only in cash.
    - (4) An employee may not under any circumstances elect compensatory time off for overtime worked performing snow and ice control duties unless such overtime work has been scheduled at least 48 hours in advance.
4. Application of these provisions of this Article shall not involve pyramiding of overtime.

5. Any payments made under the provisions of this Article shall not be included in the determination of pension benefits or other fringe benefits.

## **ARTICLE 12**

### **CALL-IN PAY**

1. Any full time employee who reports for work at a regularly assigned time and who is sent home due to lack of work, inclement weather or a decision by the City not to prosecute work for any reason, shall be paid for reporting with 2 hours pay at his/her regular rate of pay.
2. Any employee who reports to work for an emergency assignment lasting less than three (3) hours is entitled to three (3) hours reporting pay at a rate of one and one-half times (1.5) the regular rate of pay, which shall be paid in cash.

## **ARTICLE 13**

### **VACATION**

1. Accrual of vacation shall be on a pay period basis. Employees shall earn vacation in the following manner:
  - a. 3.1 hours per pay period for employees who have completed less than 4 years' active service;
  - b. 4.7 hours per pay period for employees who have completed at least 4 but less than 9 years of active service;
  - c. 6.2 hours per pay period for employees who have completed at least 9 but less than 16 years of active service;
  - d. 7.7 hours per pay period for employees who have at least 16 but less than 21 years of active service;
  - e. 9.3 hours per pay period for employees who have completed at least 21 years of active 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 rates specified in paragraph 6, above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro-rata basis. Hours

on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual. Upon request the City shall credit the vacation accounts of eligible employees who are off the payroll for participation in City-Union contract negotiations for such time off the payroll.

3. The maximum amount of vacation an employee can maintain in his/her vacation account shall be as follows:
  - a. 120 hours for employees who have completed less than 4 years of active service.
  - b. 160 hours for employees who have completed 4 years of active service but less than 9 years of active service.
  - c. 200 hours for employees who have completed 9 years of active service, but less than 16 years of active service.
  - d. 240 hours for employees who have completed 16 years of active service but less than 21 years of active service.
  - e. 280 hours for employees who have completed 21 years of active service.
4. Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Division Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.
5. Annual vacation time taken, except for separation from service as provided in subsection 8, shall be limited to the maximums noted above.
6. Eligibility for an initial vacation shall be after an employee has completed twelve months of service after appointment, but accumulations shall be retroactive to the time of appointment.
7. The City will schedule vacations in accordance with departmental requirements. It will make every reasonable effort to avoid changes in an employee's work schedule, which would require an employee to work during a previously scheduled vacation of five (5) days or more duration.
8. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid

for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.

9. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.
10. 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.

## **ARTICLE 14**

### **HOLIDAYS**

1. An employee covered by this Agreement, if eligible, shall receive pay at his/her regular rate of pay without working for the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	The Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas
Labor Day	New Year's Eve

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

2. If any of the above-named holidays fall on Saturday or Sunday, the City may move the holiday to the preceding or subsequent workday normally scheduled and that day shall constitute the holiday.
3. In order to qualify for holiday pay, the eligible employee must work the workday normally scheduled preceding the holiday and following the holiday.
4. Nothing herein abridges the City's right to schedule and/or to require an employee to work on a holiday. An eligible employee required to work on a holiday shall receive in addition to holiday pay as such, time and one-half the regular pay in cash for each hour he/she works.

## **ARTICLE 15**

### **SICK LEAVE**

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.
2. Eligibility
  - a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.
  - b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the city government and accepts, by certification of transfer, service in a position in another employing unit of city government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.
  - c. Whenever a permanent employee is laid off due to lack of work or lack of funds, any unused accumulated sick leave shall continue in effect if he/she is rehired by any City department within one year.
  - d. Sick leave shall automatically terminate on the date of retirement of the employee.
3. Permanent full-time employees shall earn sick leave with pay at the rate of twelve (12) working days per year of active service, or 1 working day for each month of active service, or 3.7 working hours for each two (2) weeks of active service up to a maximum of 96 hours (12 days) per year of active service.
4. Sick leave allowance shall be capped at 960 hours (120 work days).
5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long as the requirement is in effect. The employer shall notify the employee in writing of the results of this

review.

6. The City may require employees to provide acceptable medical substantiation from a private physician for each absence, regardless of duration if it is informed that the employee is misusing sick leave. Under such circumstances, the City shall not be responsible for the payment of any fee charged by the physician.
7. When sick leave extends beyond three (3) consecutive workdays 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. When acceptable medical substantiation from an employee's private physician is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided herein until he/she is in compliance with such requirement.
9. If the employee who has been paid sick leave effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the sick leave account of the employee the days, which were charged to the account.
10. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City by general rule and without further negotiation, shall make a downward adjustment in the rates of pay hereunder to make the payments more nearly conform to the concept of an obligation for replacement pay.
11. SICK LEAVE CONTROL INCENTIVE PROGRAM
  - a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 3, 2010, and ending at the end of Trimester 2, 2012. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 2, 2012.
  - b. The trimester periods for each calendar year are defined as follows:

Trimester 1 - Pay Period 1-9

Trimester 2 - Pay Period 10-18

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

- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
- (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence, and was not suspended from duty for disciplinary reasons; and
  - (2) The employee was in active service for the full term of the trimester; and
  - (3) The employee was represented by the Milwaukee Building and Construction Trades Council for at least seven pay periods of the trimester period; and
  - (4) At the end of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 24 days.
- d. In each of the Trimester periods set forth in subsections a. and b., above, that an employee is eligible for the sick leave control incentive program (SLIP) benefit, he/she shall elect either a special incentive leave or special sick leave incentive payment.
- (1) If an employee elects a special sick leave incentive payment, he/she shall receive a lump-sum cash payment equivalent to eight hours of his/her base salary. 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) If an employee elects a special incentive leave, he/she shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off

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

## **ARTICLE 16**

### **DUTY-INCURRED DISABILITY PAY**

1. If an employee having regular City service status sustains an injury which meets the requirements of Chapter 102, Wisconsin Statutes, (the Worker's Compensation Act), the City undertakes to protect the employee after tax take-home pay for a maximum of two hundred fifty (250) days during the course of the employee's lifetime work career with the City.
2. To that end, the City will pay a disabled employee whose injury meets statutory standards an amount of eighty percent (80%) of the amount he/she would have earned as regular pay during the period in question. The parties agree that the offset of twenty percent (20%) of gross pay represents a fair approximation of federal and state taxes to the employee. For an employee receiving eighty hours of duty-incurred disability pay in a pay period, the amount of duty-incurred disability pay shall be the net pay the employee would have received during that pay period, but not more than 80% of his or her base salary nor less than the minimum amount required by the Workers Compensation Act. For purposes of this article, "net pay" is the employee's base salary minus the following, as determined by the City:
  1. FICA withholding,
  2. Medicare withholding and
  3. Federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he or she is determined to be eligible for duty-incurred disability pay.

For an employee receiving less than eighty hours of duty-incurred disability pay in a pay period, the injury pay shall be 80% of his or her base salary.

3. If the employee who has been paid duty-incurred disability leave benefits effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the account of the employee the days which were charged as duty-incurred disability.

## **ARTICLE 17**

### **LEAVE OF ABSENCE FOR MILITARY TRAINING**

#### **AND/OR CIVIL DISTURBANCE**

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

the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.

- c. 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 1.b. In all other cases, the employee agrees to allow a payroll adjustment to their biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under 1.b.), and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.
- d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following the employee's release from military duty.

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

- a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.
- b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in 2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their position or similar positions.
- c. The right to reinstatement provided in 2.b., shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

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

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

(b) All Other Active Duty

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

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

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

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

(3) Exclusions From Reinstatement Benefits

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

3. An employee shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.
4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine 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 18**

### **JURY DUTY LEAVE**

1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.

2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.
3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.

## **ARTICLE 19**

### **FUNERAL LEAVE**

1. DEFINITIONS:
  - a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's 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. The terms "brother-in-law" and "sister-in-law" shall include an employee's spouse's sibling's spouse.
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 workdays with pay; these workdays shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.
3. In the case of a death of the employee's grandparents, the employee may use one workday 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.
5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

## **ARTICLE 20**

### **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. Employees hired on or after August 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.
  - b. Employees who retire during the period from August 1, 2010 through December 31, 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement. This provision shall expire December 31, 2011.
  - c. Employees who during the time period beginning August 1, 2010 through December 31, 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such

employee' s discretion, the bonus year may be added either to the employee' s age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. This provision shall expire at the end of December 31, 2010.

## **ARTICLE 21**

### **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 2007-2010 City/Union Agreement, except for the following changes in these benefits:

- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- (2) 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 in a physician's office that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged, except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased from 80% of one thousand dollars (\$1,000) of charges to 80% of two thousand dollars (\$2,000) of charges.
- (4) A Utilization Review Case Management Program (UR/CM) shall cover all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders 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 Manager for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Manager for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (5) In conjunction with and for the length of the UR/CM program, the City will incorporate changes in plan design that facilitate cost reductions through the use of alternative medical care facilities or medical procedures as prescribed by an employee's physician and approved by UR/CM. These alternatives will be paid for at 100%. Any second surgical opinion required by UR/CM will be paid for at 100%.
- (6) A medical "hot-line" shall be established by the City. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.
- (7) The major medical deductible shall be increased to \$100 per person, \$300 per family maximum on the Basic Plan.
- (8) 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 Case Management Program set forth in subsection 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.

(9) The lifetime maximum under the Major Medical Coverage portion of the Basic Plan shall be increased to \$500,000.

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in 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 1.b.(3), hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee Request for Proposals from Health Maintenance Organizations, except for the following changes in benefits, consistent with the City of Milwaukee Request for Proposals from Health Maintenance Organizations Seeking Contracts to Participate in the City Employee Health Benefit Program, 1999-2000, Exhibit C.

(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) The following co-payments:

- (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 1.b.(3)(b) and (c), hereunder.
- (b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
- (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
- (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit.
- (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
  - i. Tier 1 co-payment equal to \$5.00;
  - ii. Tier 2 co-payment equal to \$17.00;
  - iii. Tier 3 co-payment equal to \$25.00;
  - iv. Legend Drugs co-payment equal to \$5.00;
  - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, effective January 1, 1982 executed May 1, 1982. The dental insurance coverage for an

eligible employee electing coverage under the Basic Dental Plan shall be in lieu of the coverage provided by Prepaid Dental Plans.

d. Prepaid Dental Plans (PDP)

An employee 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 1.a. through 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.

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

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

2. Eligibility for Benefits

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

- b. An employee shall not be eligible for the benefits provided in subsection 1, above, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 1.c. or 1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to Dental Plan benefits.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 1.a. or 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 1.a. or 1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. Thereafter, such individuals shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective Agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 1.a. and 1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect

from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.

- g. An employee in active service who retires during the period beginning August 1, 2010 and ending December 31, 2010 only on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsections 21.2.e or f., subject to the provisions of those sections and shall be subject to the cost of coverage provisions under Article 21.3.c. Thereafter, such employees who retire on a normal pension between August 1, 2010, and December 31, 2010, shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 21.2.e. or f. and shall be subject to the cost of coverage provisions under Article 21.3.c.

### 3. Cost of Coverage - Health Insurance Plans

#### a. Employees in Active Service

(1) For employees enrolled in the Basic Plan between August 1, 2010, through July 31, 2012.

- (a) Except as provided in subsection 5., below, effective August 1, 2010, but prior to implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall

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

- (b) Except as provided in subsection 5, below, effective the first full calendar month following implementation of the annual HRA, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
  - i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month when an employee's enrollment status is family.
  - ii. The employee contributions shall also increase \$20.00 per month over the amounts specified in subsection 3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
  - iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be \$75.00 per month for single enrollment when an employee's enrollment status is single and \$150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(2) For employees enrolled in an HMO Plan

- (a) For Employees Enrolled in a Health Maintenance Organization Plan between August 1, 2010, and the expiration of the Agreement. Except as provided in section 5, below, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly

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

- (c) Except as provided in section 5, below, effective the first full calendar month following Implementation of the annual HRA, an employee enrolled in an HMO plan shall contribute the following amounts:
    - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee' s enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee' s enrollment status is family.
    - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 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 3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.
  - (e) The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis.
- (3) The maximum City contributions provided above shall be determined by the employee's

effective enrollment status; when the enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.

- (4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's and the employee's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsections 3.a.(1) and (2), above. An employee who returns from an unpaid medical leave, during which he or she received health insurance benefits under this subsection ( 3.a.(4) ), must physically be at work for at least 40 hours in order to be eligible for another six months of health insurance benefits under this subsection. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Between August 1, 2010, and July 31, 2012

Depending on the individual's single/family enrollment status for a calendar year, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article.

c. Employees Who Retire Between August 1, 2010, and July 31, 2012

- (1) Eligible employees under subsections 2.e. or 2.f. who retire between August 1, 2010, and July 31, 2012, and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid

by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- (2) For eligible employees under subsections 2.e. or 2.f. who retire between August 1, 2010, and July 31, 2012, and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 1.a. or 1.b., above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.
- (4) The term "Basic Plan," as used in this subsection, shall mean the health insurance coverage provided under the Basic Plan provision in the Agreement between the City and the Union as is in effect from time to time.

(5) Surviving Spouse

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

4. Cost of Coverage -- Dental Plan

Except as provided in subsection 5, during the term of the 2010-2012 Agreement, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

5. Pro rata Credit for Half-time Employees

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

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 1., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 3., 4., and 5., above, for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance

benefits beyond the deductions that would be required under subsections 3., 4., and 5., of this Article, if the provision was not in effect.

7. Non-Duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1.a. or 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 1.a. or 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 the next month following the execution date of this Agreement, 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 1.a. or 1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 1.a. or 1.b., 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.

9. Right of City to Select Carrier

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

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

11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from August 1, 2010, through July 31, 2012.

## **ARTICLE 22**

### **LIFE INSURANCE**

1. Amount of Life Insurance Coverage

- a. Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and under age 65. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her 65th birthday and by an additional 16-2/3% on his/her 70th birthday.
- 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 is under the age of 65 and eligible for and taking base coverage, shall be eligible to apply for supplemental coverage at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3 on his/her 65th birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and

by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary.

2. Adjustment of Coverage

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

3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided in subsection 3.b. through 3.f. of this Article, below, employees who choose to elect the amount of life insurance coverage provided in subsection 1., above, must appear on the City's regular payroll as full-time (40 hours per week) employees for 180 consecutive calendar days or as half-time (at least 20 hours per week) employees for 365 consecutive calendar days following the initial date of their employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage benefits provided in subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-

employed employee had following re-employment.

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

4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Section 1 of this paragraph, above, who elect such coverage, shall pay to the City an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$ 25,000. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described in Section 1, of this paragraph, above.

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under subsection 1., above.
- b. Life insurance benefits payable under any State or Federal law to the beneficiary of an employee as a result of the employee's employment with the City shall operate to reduce benefits payable under the terms of this paragraph by an amount equivalent to such State or Federal benefits.
- c. The life insurance benefits provided herein shall only cover employees while they are in active service.
- d. The terms and conditions for receipt of the life insurance benefits provided herein shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

6. Right of City to Change Carrier

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

## **ARTICLE 23**

### **TERMINAL LEAVE**

1. An employee covered by this Agreement, who retires under the provisions of the Employees Retirement System of Milwaukee, (but excluding retirement on deferred or actuarially reduced pensions, as they are defined under the System), shall, upon retirement, be entitled to a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of the employee's earned and unused sick leave up to a maximum of thirty (30) eight-hour work shifts of pay.
2. Terminal Leave Compensation shall not be construed as affecting the employee's pension benefits. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall the payments be included in establishing pension benefits or payments.
3. Terminal Leave Compensation benefits shall be made by separate check 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 24**

### **SAFETY SHOE ALLOWANCE PROGRAM**

1. An employee who works in a classification, which requires the wearing of an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:
  - a. One pair of safety shoes must be purchased before the safety shoe allowance can be granted.
  - b. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1967/75 or ANSI Z41PT83 (751b impact test rating).
  - c. A dated receipt bearing the name of the employee, which clearly shows that one pair of

ANSI or USAS Z41.1-1967/75 or ANSI Z41 PT83/75 safety shoes have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.

- d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.
  - e. The style of the shoe must meet Bureau requirements.
  - f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.
  - g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.
2. Those bureaus and operations, which have had previous programs and procedures for the purchase of safety shoes will not be affected by the above program. No employee may participate in more than one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.
  3. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to one hundred and fifteen dollars (\$115) per calendar year. An employee may purchase up to two pairs of safety shoes per calendar year, provided they are purchased at the same time. This allowance shall be paid to those employees who comply with the rules stated in subsection 1, above.
  4. Employees must comply with the requirement that safety shoes be worn.

## **ARTICLE 24A**

### **CLOTHING AND GLOVE ALLOWANCE AND COVERALLS**

1. The City shall provide clean coveralls to Painters, Bridge and Iron, assigned to perform lead removal duties. The coveralls shall be provided on a frequency to be determined by the City. Employees shall be required to follow all administrative procedures for the provision of the coveralls as established by the City.
2. The city shall provide each employee in the bargaining unit an allowance of \$60 per year. Pro-

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

## **ARTICLE 25**

### **TUITION AND TEXTBOOK REIMBURSEMENT**

1. Tuition and textbook reimbursement shall be in accordance with Veteran's Administration benefits pertaining thereto. In no event shall there be any duplication of these benefits paid to the employee.
2. In the event that an employee is ineligible to receive tuition reimbursement under the provisions of subsection 1, above, and meets the criteria of subsection 3 and 4 below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$700 per year 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 course work and related homework must be done on the employee's own 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. However, courses offered through Union training programs that are directly related to an employee's trade and that are approved by management may be taken, contingent upon the establishment of reasonable course costs and the establishment of criteria acceptable to the City, for successful course completion.

- d. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City no later than four (4) weeks following the starting date of the course for which reimbursement is requested. All receipts for tuition and required textbooks must be submitted with the application within this four-week time limitation. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.
- e. 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 receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
- 5. Payment of reimbursement described under subsection 2., above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. However, 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 Decision Unit. If the employee does not meet the criteria specified in section 3., above, payment will be deducted from the employee's paycheck.
- 6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or

other fringe benefits.

7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

## **ARTICLE 26**

### **SAFETY**

1. Employees covered by this Agreement shall continue to have representation on the Safety Committees of the DPW divisions. The Union may recommend representatives to those Committees to the division heads. The Committee may make recommendations to the Bureau Superintendent on identifying, correcting and avoiding conditions, which could cause injuries.
2. The City and the Union acknowledge a mutual concern regarding safety issues in lead abatement tasks. The parties commit to work together to identify the education and training needs of employees assigned to lead abatement work.

## **ARTICLE 27**

### **SENIORITY FOR LAYOFF PURPOSES**

1. Seniority for layoff purposes is the relative status of an employee based upon the his/her regular appointment date to his/her current classification within the Union bargaining unit to which will be added, in case of a reduction of an affected employee to a lower classification, the seniority the affected employee had in other classifications within the Union bargaining unit.
2. Upon reduction in supervisory and/or managerial positions, a supervisory or managerial employee affected may be returned to a classification he/she previously held in the Union bargaining unit. An employee promoted to a management or supervisory position, from a position within the Union bargaining unit, shall retain his/her Union bargaining unit seniority accrued prior to the date of the promotion and shall continue to accumulate seniority for not more than two calendar years. Thereafter, he/she shall retain, but not continue to accumulate, seniority while in a management or supervisory position.
3. 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 for the bargaining unit.

4. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.
5. When layoffs occur in jobs or are occasioned by layoffs in bureaus where seasonal fluctuations are traditional, the provisions of sections 3 and 4 as regards to notice by the City and the requirements of meeting with the Union shall not apply.
6. In the event of a non-seasonal layoff, when it becomes necessary to reduce the work force in a particular classification within this bargaining unit, the employee with the least seniority in that classification shall be laid off. The affected employee shall displace the least senior employee holding a position in a classification within the Union bargaining unit, which the affected employee previously held if:
  - 1) The affected employee has more seniority;
  - 2) The affected employee is capable of performing the job of the employee with lesser seniority; and
  - 3) The classification to which the employee transfers or bumps to is in the same or lower pay range than pay range of the current classification of the affected employee.
7. In the event of a seasonal layoff of an employee with seniority status in this bargaining unit, other bargaining units and or management, the employee will continue his/her layoff/recall rights as historically exercised in the department so long as the effective labor agreement between the City and the other union involved does not prohibit employees from this union from bumping to positions in the other bargaining unit. An employee shall no longer exercise such seniority bumping rights after achieving year-round status for two consecutive seasons.
8. Breaks in Seniority

- a. Seniority in the Union bargaining unit shall be broken if an employee:
  - (1) Retires;
  - (2) Resigns from City employment;
  - (3) Is discharged and the discharge is not reversed;
  - (4) Is terminated during his/her initial probationary period;
  - (5) Is not recalled from a layoff for a period of three (3) years.
  - (6) Is recalled from a layoff and does not report for work within three (3) calendar weeks;
  - (7) Does not return at the expiration of a leave of absence.
- b. Seniority in a classification within the Union bargaining unit shall be broken if an employee:
  - (1) Falls within any category listed in subsection 9.a., above;
  - (2) Is terminated during a probationary period;
  - (3) Is demoted and the demotion is not reversed; or
  - (4) Takes a voluntary demotion.

In the case of (3) or (4), above, if the employee is reinstated or promoted to the position from which he/she was demoted, the date of such reinstatement or promotion shall become the employee's classification seniority date unless otherwise determined by the City Service Commission. Seniority in a lower classification shall not be affected by a demotion from a higher classification.

- 9. An affected employee who bumps to a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the classification falls. In no event shall an employee, by application of this provision, be paid in excess of the rate of pay they were earning prior to their reduction.
- 10. Recall to the classification a laid-off employee held shall be by application of seniority in reverse order of layoff.
- 11. Employees in an affected classification having the same starting date shall have their seniority status determined by their examination grade and where grades do not prevail, seniority shall be determined by lot at the Division of Labor Relations with a Union representative or a Union Steward present.

12. An employee hired on an exempt basis by the City directly into a manpower program or training project, such as the Comprehensive Employment Training Act, which depends for its continued existence on the availability to the City of federal or state funds is not to be regarded as subject to the protection of the provisions of this Article. However, an employee transferred into a manpower program or training project shall continue to accrue seniority during the course of their service in a manpower program or training project and shall be regarded as subject to the protection of the provisions of this Article.
13. An employee hired or promoted by the City on a regular appointment basis under City Service Commission rules and regulations into a program or project which depends for its continued existence on the availability to the City of federal or state funds shall be regarded as subject to the protection of the provisions of this Article. An employee who is transferred into one of these programs or projects who has attained City Service status at the time of entry into the program or project shall continue to accrue seniority during the course of their service in the program or project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the protection of the provisions of this article upon mutual consent of the City and the Union.
14. There shall be no layoffs during calendar year 2010 with the exception of seasonal layoff and the loss of grant funding. This provision shall expire at the end of Pay Period 26, 2010.

## **ARTICLE 28**

### **AMERICANS WITH DISABILITIES ACT (ADA)**

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

## **ARTICLE 29**

### **ORDINANCE AND RESOLUTION REFERENCE**

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

## **ARTICLE 30**

### **SUBORDINATE TO CHARTER**

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

## **ARTICLE 31**

### **BUS DISCOUNT FARE PROGRAM**

The City's Commuter Value Pass Program for non-represented employees shall be extended to employees represented by the Milwaukee Building and Construction Trades Council.

## **ARTICLE 32**

### **AID TO CONSTRUCTION**

For purposes of construction and interpretation of the various provisions, this Agreement shall

be considered to have been executed on September 24, 2010.

### **ARTICLE 33**

#### **WAIVER OF NEGOTIATIONS**

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

### **ARTICLE 34**

#### **SAVINGS CLAUSE**

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

### **ARTICLE 35**

#### **ENTIRE AGREEMENT**

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

## **ARTICLE 36**

### **RETROACTIVE WAGE PAYMENTS**

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

## **ARTICLE 37**

### **LONG TERM DISABILITY PROGRAM**

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

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

Witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

MILWAUKEE BUILDING AND  
CONSTRUCTION TRADES COUNCIL

CITY OF MILWAUKEE  
A Municipal Corporation

BY: \_\_\_\_\_  
Lyle Balestreri  
President

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

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

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

FOR THE CITY:

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

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

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

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

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

**SIGNATURES**

## APPENDIX 'A'

City Job Titles Included in the Bargaining Unit  
of the Milwaukee Building and Construction Trades Council  
and Corresponding Outside Job Titles to be Used in Establishing City Rates.

City Title and Pay Range	MB & CTC Heading and Corresponding Title
Painter, PR 981	<u>Painters:</u> Painter Buildings
Cement Finisher, PR 982	<u>Cement Masons: "Buildings" &amp; "Shaft &amp; Tunnel" Labor Service:</u> Cement Mason
Painter Leadworker, House PR 983	<u>Painters:</u> Painter Chargeman (Buildings) (5 or less workers)
Painter, Bridge & Iron PR 984	<u>Painters:</u> Sandblaster
Carpenter, PR 986	<u>Carpenters: "Bridge &amp; Bldgs.," "Marine" &amp; "Shaft &amp; Tunnel" Labor Service</u> Carpenter
Carpenter, Leadworker, PR 993	<u>Carpenters: "Bridge &amp; Bldgs.," "Marine" &amp; "Shaft &amp; Tunnel" Labor Service</u> Carpenter Sub-Foreman
Painter Leadworker, Bridge & Iron, PR 97	Tied to City title
Painter Supervisor, Ironwork PR 988	Tied to City title
Painter Supervisor, House PR985	Tied to City title
Bricklayer, Buildings PR 989	<u>Bricklayers: "Bridge &amp; Bldgs.," "Marine" &amp; "Shaft &amp; Tunnel" Labor Service</u> Bricklayer, Buildings

Sewer Mason, PR 989

Bricklayers: "Bridge & Bldgs.," "Marine"  
& "Shaft & Tunnel" Labor Service  
Bricklayer Mason

Ironworker, PR 990

Iron Workers: "Bridge & Bldgs." "Marine,"  
"Sewer & Water Construction-Open Cuts" &  
"Shaft & Tunnel" Construction Labor  
Service  
Iron Worker (Rod & Reinforcing Steel)

Carpenter Supervisor, PR 991

Carpenters: "Bridge & Bldgs.," "Marine" &  
"Shaft & Tunnel" Labor Service  
Carpenter Foreman

Ironworker Supervisor, PR 992

Iron Workers: "Bridge & Bldgs." "Marine,"  
"Sewer & Water Construction-Open Cuts" &  
"Shaft & Tunnel" Construction Labor  
Service  
Iron Worker Foreman

## **APPENDIX 'B'**

### 36.02 RETIREMENT SYSTEM, CITY OF MILWAUKEE

(8) "City agency" shall mean any board, commission, division, department, office or agency of the city government, including its sewerage commission, school board, auditorium board, annuity and pension board, board of vocational and adult education, public school teachers' annuity and retirement fund, firemen's annuity and benefit fund, policemen's annuity and benefit fund, the housing authority of the City of Milwaukee, by which an employee of the city or city agency is paid.

## **Appendix 'C'**

### **Wellness and Prevention Committee**

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

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

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

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

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

Decisions shall be made by consensus among committee members present. Consensus shall be reached when ten committee members agree. No decisions shall be made by the committee that requires employees to pay additional out-of-pocket costs unless it is ratified individually by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to

employees, reduce an out-of-pocket or monthly expense, or provide some other type of benefit without ratification by the bargaining units. No decision made by the Committee or lack of decision made by the Committee shall be subject to any aspect of the various grievance procedures, complaint procedures, court action, or any other type of dispute resolution mechanism.

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