



Office of the Comptroller

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

September 30th, 2011

The Honorable Common Council
Committee on Finance and Personnel
City of Milwaukee

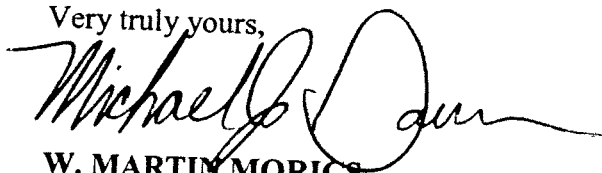
Re: Common Council Contingent Fund Status

Dear Committee Members:

Attached is the current Common Council Contingent Fund Status report as updated by the recent Common Council resolutions adopted.

If you have any questions concerning this report, please contact Trang Dinh of my staff at extension 2293.

Very truly yours,



W. MARTIN MORICS
Comptroller

WMM:td

Attachment

CC: City Clerk
Budget Office
LRB

2011 COMMON COUNCIL CONTINGENT FUND

Status on 09/30/2011

Funds Appropriated

2011 Adopted Budget 5,000,000.00

Transfers authorized by prior Council meetings

Journal ID	Date	Year	Class	Bud Ref	Amount	Description
238874	1/1/2011	2011	C001	2011	5,000,000.00	2011 Approved Budget
242301	2/8/2011	2011	C001	2011	(636,626.35)	Res. 101189 2/8/11 CF to S163

Remaining Reserved Commitments Authorized by prior Council meetings

None -

Total Transfers & Reserved (636,626.35)

Balance Available on September 30th, 2011 4,363,373.65

% Expended/Reserved Current status 13%

Comparative Balance Available on September 30th of prior years

	<u>Balance</u>	<u>Budgeted</u>	<u>% Expended</u>
2006	4,497,000	5,500,000	18%
2007	2,472,000	5,500,000	55%
2008	4,368,349	5,000,000	13%
2009	3,987,325	5,000,000	20%
2010	5,000,000	5,000,000	0%
Average of prior years	4,064,935	5,200,000	22%



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda FINANCE & PERSONNEL COMMITTEE

ALD. MICHAEL J. MURPHY, CHAIR

Ald. Robert J. Bauman, Vice-Chair

Ald. Joe Dudzik, Ald. Milele A. Coggs, and Ald. Nik Kovac

Staff Assistant, Tobie Black, 286-2231; Fax: 286-3456,

tblack@milwaukee.gov

Legislative Liaison, Jim Carroll, 286-8679,

jcarro@milwaukee.gov

Wednesday, October 5, 2011

9:00 AM

Room 301-B, City Hall

AMENDED 10-3-11- Item numbered #11 (File 110641) has been removed.

1. [110710](#) Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.
Sponsors: THE CHAIR

2. [110455](#) Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.
Sponsors: THE CHAIR

3. [110729](#) Communication from the Police Department amending the Salary Ordinance.
Sponsors: THE CHAIR

4. [110748](#) Communication from the Department of Employee Relations amending the Salary Ordinance.
Sponsors: THE CHAIR

5. [110797](#) Communication from the Department of Administration relating to amending the Positions Ordinance.
Sponsors: THE CHAIR

6. [110697](#) Substitute resolution relative to application, acceptance and funding of the Refugee Health Screening Grant from the State of Wisconsin - Department of Workforce Development.
Sponsors: THE CHAIR

7. [110699](#) Substitute resolution amending Common Council File #110160 relative to the application, acceptance and funding of the Family Foundations Comprehensive Home Visiting Grant from the State of Wisconsin Department of Children and Families.
Sponsors: THE CHAIR

8. [110700](#) Substitute resolution relative to application, acceptance and funding of the LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant from the State of Wisconsin - Department of Health Services.
Sponsors: THE CHAIR

9. [110737](#) Substitute resolution relating to the accounting of revenues associated with the National League of Cities' Service Line Warranty Program.
Sponsors: Ald. Davis

10. [110745](#) Substitute resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose.
Sponsors: Ald. Kovac

11. [110518](#) Substitute resolution to ratify and confirm the final agreement between the City of Milwaukee and Milwaukee Police Supervisors' Organization.

12. [110548](#) Substitute resolution to ratify and confirm the final agreement between the City of Milwaukee and the Milwaukee Professional Firefighters' Association.
Sponsors: THE CHAIR

13. [110744](#) An ordinance relating to employee relations, regulations, and benefits.
Sponsors: THE CHAIR
For informational and discussion purposes only. No action to be taken.

14. [100876](#) A charter ordinance relating to the annual service retirement allowance for elected officials.
Sponsors: Ald. Dudzik

15. [110418](#) A charter ordinance relating to retirement benefits for elected officials.
Sponsors: Ald. Murphy

16. [110779](#) A charter ordinance precluding employees' retirement system enrollment to persons already receiving an employees' retirement system retirement allowance.
Sponsors: Ald. Murphy

17. [110721](#) Communication from the Wisconsin Department of Revenue relating to the Estimate 2012 Shared Revenue and Expenditure Restraint.
Sponsors: THE CHAIR

18. [110667](#) Communication from the Office of the Comptroller transmitting the 2010 Inventory Reserve Report for the year ended December 31, 2010.
Sponsors: THE CHAIR

19. [110719](#) Communication from the Office of the Comptroller transmitting the 2010 Accounts Receivable Activity Report for the year ended December 31, 2010.
Sponsors: THE CHAIR
20. [110736](#) Communication from the Comptroller's Office relating to the City of Milwaukee Comparative Revenue and Expenditure Report.
Sponsors: THE CHAIR
21. [110513](#) Communication from Comptroller's Office transmitting a report titled Audit of Milwaukee Water Works Cashiering Controls.
Sponsors: THE CHAIR
22. [110411](#) Communication from Comptroller's Office transmitting a report titled Audit of Milwaukee Police Department Cash Handling Procedures.
Sponsors: THE CHAIR
23. [110661](#) Communication from Comptroller's Office transmitting a report titled Audit of Health Department Cashiering Controls.
Sponsors: THE CHAIR
24. [110452](#) A substitute ordinance to further amend the 2011 rates of pay of offices and positions in the City Service.
Sponsors: THE CHAIR
25. [110724](#) A substitute ordinance to further amend the 2011 offices and positions in the City Service.
Sponsors: THE CHAIR

This meeting will be webcast live at www.milwaukee.gov/channel25.

Common Council members who are not members of this committee may attend this meeting to participate or to gather information. This meeting may constitute a meeting of the Common Council or any of its standing committees although no formal action will be taken at this meeting.

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Legislation Details (With Text)

File #: 110710 **Version:** 0

Type: Communication to Finance **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.

Sponsors: THE CHAIR

Indexes: VACANCY REQUESTS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110710
Version
ORIGINAL

Reference

Sponsor
THE CHAIR

Title
Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.

Drafter
CC-CC
TB
9/15/11

PW FILE NUMBER: 110710

[illegible]



Legislation Details (With Text)

File #: 110455 **Version:** 0
Type: Communication **Status:** In Committee
File created: 7/26/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.

Sponsors: THE CHAIR

Indexes: CITY SERVICE COMMISSION, POSITIONS ORDINANCE, RATES OF PAY, SALARY ORDINANCE, WAGES AND BENEFITS

Attachments: Letter from Dept of Employee Rel and Job Eval Reports-CSC Meeting September 27, 2011, Fiscal Note and Spreadsheet-CSC Meeting September 27, 2011, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/26/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110455
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.

Drafter
CC-CC
TB
7/26/11



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 30, 2011

To the Honorable
The Committee on Finance and Personnel
Common Council
City of Milwaukee

Dear Committee Members:

Re: Common Council File Number 110455

The following classification and pay recommendations were approved by the City Service Commission on **September 27, 2011**.

In Employees' Retirement System, one vacant position of Systems Analyst-Senior, SG 08 was recommended for reclassification to ERS Functional Applications Manager, SG 11.

The following classification and pay recommendations were approved by the City Service Commission on **August 9, 2011**.

In Employees' Retirement System, one vacant position of Paralegal, PR 549 was recommended for reclassification to Program Assistant II, PR 530.

In the Health Department, one vacant position of Lead Risk Assessor II, PR 541 was recommended for reclassification to Environmental Hygienist, PR 555.

The job evaluation reports covering the above positions, including the necessary Salary and Positions Ordinance amendments, is attached.

Sincerely,

Maria Monteagudo
Employee Relations Director

MM:fcw

Attachments: 3 Job Evaluation Reports
1 Fiscal Notes

C: Mark Nicolini, Renee Joos, James Carroll, Troy Hamblin, Nicole Fleck, Jerry Allen, Martin Matson, Kelly Reid, Bevan Baker, Raymond Weitz, Raquel Filmanowicz, Paul Biedrzycki,

Job Evaluation Report

City Service Commission Meeting: September 27, 2011
Department: Employee's Retirement System

Current	Request	Recommendation
Systems Analyst-Senior SG 08 (\$57,028 - \$79,836) Vacant	Functional Applications Manager SG 12 (\$73,627 - \$103,077)	ERS Functional Applications Manager SG 11 (\$69,090 - \$96,722)

Action Required

In the Salary Ordinance, under Salary Grade 11, add the title "ERS Functional Applications Manager" and footnote "3" to read as follows: "3/ Recruitment may be at any rate in the salary grade, subject to prior approval by the Department of Employee Relations and the Chair of the Committee on Finance & Personnel".

In the Positions Ordinance, under Employees' Retirement System, Information Systems, delete one position of "Systems Analyst-Senior" and add one position of "ERS Functional Applications Manager".

Background

On June 15, 2011, the Executive Director of the Employees' Retirement System (ERS) requested that a vacant position of Systems Analyst-Sr. (SG 08) be reclassified to a Systems Analyst Project Lead (SG 11) to enable the department to "deploy a lead position within its IT area, and eliminate a contract position that currently performs those functions." Subsequent discussions with the department resulted in the department changing the request to a Functional Applications Manager (SG 12) and another letter with more detailed information about the position was received from the Executive Director on September 23, 2011.

In studying this request the following written documents were reviewed: a new job description for the position prepared by the ERS; an outline of a major project that the employee filling the reclassified position will be required to fulfill; and supplementary information regarding the position's level of responsibility and impact upon the ERS's operations. In addition, several discussions were held with Martin Matson, ERS Deputy Director, and Kelly Reid, ERS Chief Information Technology Officer regarding the purpose of the position, duties and responsibilities, and technical and personal competencies required for successful job performance.

Duties and Responsibilities

The proposed applications manager will report to the Chief Information Technology Officer, SG 16. The primary purpose of the position is to plan, coordinate, and supervise all activities related to the design, development, and implementation of the department's organizational information systems and software applications, particularly MERITS, the department's primary information technology system. This manager will also be responsible for maintaining, supporting, and upgrading existing systems and applications. The individual performing the job will apply proven communication skills, problem-solving skills, and knowledge of best practices to guide his or her development team on issues related to the design, development, and deployment of mission-critical information and software systems.

Overseeing the work of four employees, and possibly a fifth in the future, is an important aspect of the job. The development team currently consists of two programmer analysts and two functional systems analysts, all of whom are contracted from an outside agency. It is intended that the manager filling this position will work in a hands-on fashion, troubleshooting issues in MERITS databases and subsystems; performing in-depth business and systems analysis of the department's information technology system and making recommendations for improvement; conducting cost-benefit analyses for projects; creating appropriate managerial metrics; preparing reports for the ERS and its Board as required or requested; and documenting changes in processes.

Knowledge, Skills, Abilities, and Attributes (KSAA's)

The noteworthy knowledge, skills, abilities, and attributes needed for successful job performance are listed below.

Knowledge of:

- Java programming best practices and standardization
- Development standards such as .Net, Asp, and the like
- Operational characteristics of a variety of information technology platforms and operating systems
- Principles and practices of application software installation and support
- Principles and practices of application development and troubleshooting
- Principles and practices of project management
- Principles of team leadership and supervision, including coaching, developing, supervising, and motivating technical employees.
- Best practices used to install, administer, monitor, and upgrade software systems
- Principles and procedures of quality assurance and security related to complex, large computer systems and applications

Skill and Ability to:

- Research, analyze, and evaluate new service delivery methods and techniques
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with coworkers, management, vendors, contractors, employees supervised, support personnel, consultants, and others
- Oversee and participate in the management of software applications and information systems analysis
- Develop project time lines and identify project tasks and procedures
- Recommend, design, implement, install and maintain large, complex computer software applications
- Define complex problems, collect data, establish facts, draw valid conclusions and prepare appropriate reports
- Manage customer relations and expectations
- Use automated project management tools and provide advanced project management services
- Implement quality assurance and security procedures for applications services
- Effectively present information and/or respond to inquiries/complaints from management, the Annuity and Pension Board, colleagues, City agencies or the public

Personal attributes of the employee performing the job include absolute integrity and a high degree of initiative.

The minimum requirements for the job, as presented on the job description written by the department, are a bachelor's degree in computer science, management information systems or a closely related field; experience in the analysis, documentation and design of administrative and business operations practices and systems; five years prior experience in programming development, support and maintenance in a Java environment; and three to five years of prior experience supervising or leading a team of technical staff. It should be noted that these requirements have not been assessed for purposes of staffing.

Comparisons to Other City Information Technology Positions and External Market Rates

Information Technology Management Division (ITMD)

The type of operations associated with the work of the Information Technology Management Division are more similar to that performed in the ERS than that of specialized information systems found in such City department the Public Library, Department of Neighborhood Services, Municipal Court, or other departments. For that reason, it is appropriate to examine the established job hierarchy existing in ITMD, especially as it pertains to applications development.

Information Technology Management Division Applications Development Section

	Salary Grade	Min	Max
Applications Development Manager	12	\$73,627	\$103,077
Systems Analyst-Project Leader	11	\$69,090	\$ 96,722
Systems Analyst-Sr.	08	\$57,028	\$ 79,836
Systems Analyst	06	\$50,206	\$ 70,295
Programmer Analyst	598	\$55,374	\$ 67,258
Programmer II	556	\$48,133	\$ 58,690
Programmer I	515	\$36,216	\$ 44,277

Applications Development Manager, SG 12, ITMD

The Applications Development Manager, SG 12 in ITMD has responsibility for the creation, development, release, and maintenance of all Citywide software applications, including E-Government Web applications. This requires strategic planning, long and short-term planning, and the allocation of resources. To carry out its goals, this position manages a team of software 10 software developers.

There are approximately 35+ E-Government applications, including:

- Service requests
- E-Notify
- Taxbill epayment system
- Tax bill account retrieval system
- Citizen service request report generation
- Generic e-payment module

- Auction website
- Bartender license renewals
- Licensing e-payments-City Clerk's Office
- Health Department inspection report retrieval
- Application for community prosecutor
- Bid notification system
- MPROP (master property) file extraction modules
- My Milwaukee Home—Property Information Retrieval system
- Wisconsin Motor Vehicle Accident Reports retrieval system

There are some 14 Intranet applications, including:

- Validation of State-provided Voter Address range lists
- Quarter Section Map Retrieval
- Election Commission District/Ward Report
- Worksite Safety Survey
- Treasurer's Credit Card processing (tax bills payments only)
- E-Reports – e-statistics (for example, number and amount of epayments made)

At the present time there are 47,500 people registered for any e-government application, which also includes payments, service requests, and notices. Some 22,000+ individuals have signed up to receive some type of notification, resulting in over 300,000 notices being sent thus far this year. Each month the City's Website receives approximately 350,000 hits.

Requirements for this senior-level position, as provided on the job description for the position, include a master's degree in computer science or related field and 8 to 10 years of experience in a complex information technology environment. Equivalencies of education and work experience are acceptable.

Systems Analyst-Project Leader, SG 11, ITMD

The basic function of the Systems Analyst-Project Lead, SG 11 in ITMD is to plan, direct, coordinate, and protect Web applications and provide guidance, policy, and procedures for Web development in all City departments, including ITMD. This position also has lead worker responsibilities for 6 employees. The major areas of responsibility associated with the job are:

- Project management / lead responsibilities
- Standards development
- System development
- System maintenance and support

Noteworthy aspects of standards development include the creation and maintenance of procedures, policies, and best practices for Java-based web applications; and the creation of documentation standards and software development standards for ITMD and City departments. These constitute new areas of responsibility for the job.

As a project leader, the employee filling the position assigns work to software developers within ITMD, supervises and coordinates their work, ensures that job performance standards are met, and oversees the creation of documentation. For system

maintenance and support, the position also provides desktop support for software developers using Rational Application Developer.

The position requires a bachelor's degree in information management or related area and a minimum of 5 years of professional systems analysis experience in microcomputer, midrange, and/or mainframe environments. Notable skills and knowledge include demonstrated experience in application design and management systems; skill in using Java, IBM Web Sphere, Application Server, and IBM Rational Application developer; knowledge of online transaction processing systems; knowledge of database design; and knowledge of project management. It is essential that the individual filling this position be able to resolve complex technical problems and estimate resource requirements.

GIS Developer-Project Leader, SG 11, ITMD

In addition, another applications team leader in ITMD, that of a GIS Developer-Project Leader, SG 11, has responsibility for planning directing, coordinating, the work and staff of seven systems analysts and programmers. Notable knowledge, skills, abilities, and competencies include: the ability to plan, coordinate, and implement complex projects; the ability to supervise, coach, and train staff; the ability to accurately estimate resources, time, and costs required to complete projects; knowledge of application design and management systems; knowledge of advanced programming languages; knowledge of online transaction processing systems; knowledge of database design.

The minimum requirements for this job include five years of professional systems analysis experience in web, microcomputer, midrange and/or mainframe environments and demonstrated ability to lead project teams.

Considering the level of work performed by the proposed ERS functional applications manager, it appears that the level of responsibility exercised by this position is more similar to that of a Systems Analyst-Project Leader, SG 11, or a GIS Developer-Project Leader, SG 11, than the Applications Development Manager, SG 12, in ITMD.

In terms of external competitiveness, the Department of Labor's Bureau of Labor Statistics reported the following mean (average) salaries for the Milwaukee-West Allis-Waukesha metropolitan area as of May, 2010.

Average Rates of Pay for Selected Information Technology Positions
Milwaukee-West Allis-Waukesha Area, May 2010
U.S. Department of Labor, Bureau of Labor Statistics

	Employment	Average Rate of Pay
Software Developer, Systems Software	1,250	\$83,250
Software Developments, Applications	4,920	\$78,530
Computer Systems Analysts	4,560	\$78,430
Database Administrators	740	\$75,050
Information Security Analysts, Web Developers, & Computer Network Architects	2,210	\$68,570
Computer Programmers	2,470	\$67,170
Network & Computer Systems Administrators	2,400	\$67,110
Computer Support Specialist	3,430	\$47,860

Although this survey did not contain data for applications manager, the data is useful in that it shows that the average pay for all Applications Software Developers was \$78,530. This means that roughly 50% of the jobs were below \$78,530 and 50% were above that rate. It stands to Reason that the average rate of pay for an applications manager would be higher than Applications Software Developers.


Conclusion and Recommendation

Internal comparisons from within City government in ITMD indicate that the proposed position of applications manager is more akin to a Systems Analyst-Project Leader, SG 11, than the Applications Manager, SG 12 in ITMD. Further, as indicated in Appendix A, other IT managers in City departments outside of ITMD also exercise considerable responsibility for staff, resources, security, and systems.

We therefore conclude that it Salary grade 11 is an appropriate pay level for the ERS applications manager which has a maximum of \$96,722. Considering the demand for applications managers, which according to the U.S. Department of Labor is high and will remain so for the next decade, and the level of expertise the employee filling this position will be required to possess, it is also appropriate to recommend that recruitment for the individual filling the position be allowed at any rate in the range. The same degree of flexibility in recruitment currently exists for several other positions in the ERS.

In light of the foregoing, it is recommended that a vacant position of Systems Analyst-Sr. SG 08 be reclassified to ERS Functional Applications Manager in Salary 11 with the provision that recruitment be allowed at any point in the range.

Prepared By: 
Laura Sutherland, Human Resources Representative

Reviewed By: 
Andrea Knickerbocker, Human Resources Manager

Reviewed By:  HK
Maria Monteagudo, Employee Relations Director

Appendix A

Information Technology Job Classifications in City Departments Outside of ITMD

Business Systems Manager, Salary Grade 10, Dept of City Development (\$64,805 - \$90,728)

Responsible for coordinating the activities and directing the resources of the Department of City Development (DCD), the Redevelopment Authority of the City of Milwaukee (RACM), and the Housing Authority of the City of Milwaukee (HACM) Information Technology Section in order to assure the effective and efficient alignment of information technology within the business functions of these three agencies. Requirements include a Master's Degree in Management Information Systems, Business Administration, Computer Science or related field and five years of experience working in an information gathering or systems position in a business, government, or institutional organization with at least two years of experience as a project leader or manager.

Data Services Manager, Salary Grade 10, Police Department (\$64,805 - \$90,728)

Provides comprehensive control of the technical operation and efficiency of the Police Department's Computer Aided Dispatch System including the computer equipment, system software, peripheral hardware, and associated equipment; and has supervisory responsibility for 23 staff. Requirements include Bachelor's Degree in Computer Science or related field, three years of related experience, and comprehensive knowledge of the Computer Aided Dispatch System (CADS) including file layouts, system architecture, programming methods, start-up procedures, remedial problem solving methods, the operating system and applicable programs.

Network Manager, Salary Grade 10, Municipal Court (\$64,805 - \$90,728)

Directs, plans, budgets, coordinates, and prioritizes technology-related projects of the Municipal Court; manages day-to-day operations and assures the availability and security of the Municipal Court's information resources on a 24-hours per day, seven days a week basis including the Municipal Court Management System, administrative systems including data sharing and E-Mail, and electronic access to City, County, and State applications; and other duties as assigned. Requirements include a Bachelor's Degree in Information Systems Management, Computer Science, or related field and three years of recent progressively responsible experience in designing, installing, and configuring local and wide area network hardware and software.

Network Manager, Salary Grade 10, Neighborhood Services (\$64,805 - \$90,728)

Develops and manages computer related projects for the Department of Neighborhood Services; performs strategic planning, analysis, development, procurement, implementation, and management of projects, systems, and computer network resources. This system is used by other City Departments including the Mayor's Office, Common Council/City Clerk, City Attorney, Administration – Budget Office, Police Department, City Treasurer, Assessor's Office, Health Department, City Development, and Department of Public Works. Requirements include Bachelor's Degree in Computer Science, Information Systems, Business Administration or related degree and five years of recent experience in information systems management, project management, applications development, programming, or technical support in local area networks.

Network Manager, Salary Grade 10, DPW-Water Works (\$64,805 - \$90,728)

Lead activities of Technical Service Group in planning, developing, administering, and supporting a complex and varied set of networked systems in the Water Works. This includes resource administration (50%), technical support (35%), and planning and making recommendations for the future (15%). Systems include Municipal Utility Package Software (MUPS) for water meter inventory, reading, billing and customer service functions; and SCADA (Supervisory Control and Data Acquisition) and DCS (Distributed Control Systems) utilized for plant operation, pumping control, chemical feed and ozone operation. Requirements include a Bachelor's Degree in Information Management, Computer Science, Business Administration, or related field and four years of experience as a professional systems analyst or technical systems analyst working with database and management systems, advanced languages, batch and online transaction processing systems, project management methods and procedures, and data communications.

Information Systems Manager, Salary Grade 11, Police Department (\$69,090 - \$96,722)

Responsible for the design, maintenance, and operation of Police data communication systems; project planning and management; maintenance of customer relationships; procurement and management of personnel and other project resources; providing expert level system analysis capabilities; and providing quality assurance, systems, and programming. This position supervises 30 staff including contractors. Requirements include a Bachelor's Degree in Information Systems or Computer Science or related field and five years of experience in systems analysis, information project management, programming, and microcomputer use and operation.

Library Technical Services Manager, Salary Grade 12, Library (\$73,627 - \$103,077)

Plans and implements policy for the operation and improvement of the Library's Technical Services Bureau; responsible for the administration, budgeting, and program development to support the selection and acquisition of library materials, automation of library operations and services, cataloging and authority control, bibliographic and item inventory database management, and binding, repair, and physical preparation of materials; and directly supervises five employees including a Network Manager in Salary Grade 10 and indirectly supervises another 37 positions. Requirements include a Master's Degree in Library Science and five years of professional library experience including two years in a supervisory capacity.

Job Evaluation Report

City Service Commission Meeting: **August 9, 2011**

Department: **Employees' Retirement System**

Current	Request	Recommendation
Paralegal PR 549 (\$51,455 - \$60,432) Vacant	Program Assistant II PR 530 (\$41,495 - \$46,975)	Program Assistant II PR 530 (\$41,495 - \$46,975)
Rationale: The nature of work and level of work performed is consistent with the standard established for the Program Assistant II job classification.		

Action Required

In the Positions Ordinance, under Employees' Retirement System, Management Support Services, delete one position of "Paralegal" and add one position of "Program Assistant II".

Background

On June 15, 2011, we received a request from Bernard J Allen, Executive Director of the Employees' Retirement System (ERS) to study a vacant position of Paralegal, PR 594. In studying this request, written documentation in the form of a request letter and job descriptions for both positions were reviewed and discussions were held with Martin Matson, Deputy Director for the ERS.

Analysis

In order to balance its workload, the ERS has requested that a vacant Paralegal position be repurposed to that of a Program Assistant II. This position will be assigned to the group life insurance program and perform the following duties and responsibilities:

- completing enrollment applications
- changing coverage as required or requested
- making changes in beneficiaries as requested by policy holders
- maintaining demographic records and databases to ensure that benefits are administered correctly and comply with legal provisions
- preparing reports for management, third party administrators, and the ERS Board
- researching and processing death claims, including issues related to coverage
- reviewing bills from the group life insurance carrier and preparing payment requests
- providing customer service to policy holders, providers, and management

In addition, the employee performing the job will give group presentations regarding the City's group life insurance program and be trained as a back-up for employees who administer health and dental benefits for retirees.

Notable knowledge, skills, abilities, and attributes required for this job include:

Knowledge of:

- The principles and practices of employee benefits administration.
- Claims processing and payment functions.
- Research techniques.

Ability to:

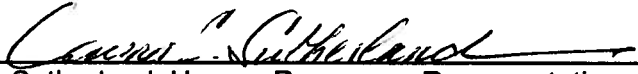
- Interpret a variety of computer generated reports
- Give effective group presentations.
- Interact tactfully, empathetically, and courteously with policy holders, providers, coworkers and others
- Quickly learn technical job-related material
- Use standard office hardware and software, including databases, to maintain information and produce reports

The minimum requirements for the job, as stated on the job description prepared by the ERS, are a bachelor's degree in business or human resources management and two years of experience administering benefits or insurance. This job analysis indicates that the amount of experience required could be a lesser amount of time, perhaps six months to a year, which would be more in sync with other entry-level professional positions. The specific requirements for the position will however be determined through a separate job analysis conducted by the Staffing Division.

Program Assistants in City government perform a wide variety of administrative work in support of a program or distinct area of operations within a City department. There are three levels in this series. The "I" level requires four years of office support experience performing duties related to the occupational area in which the position is assigned, with at least one year of experience at the level of Office Assistant III or above. The "II" level requires the level of knowledge and skill normally obtained with a bachelor's degree in an appropriate area. The "III" level is intended for positions that perform a variety of duties and responsibilities to support a significantly complex program or area of operations within a City Department. In addition to requiring the equivalent knowledge and skill obtained with a bachelor's degree, these positions require in-depth knowledge of technical and/or administrative processes. A Program Assistant at the "II" level therefore appears appropriate for this redefined position in the ERS.

Recommendation

It is therefore recommended that one position of Paralegal, PR 549 in the ERS be reclassified to Program Assistant II, PR 530.

Prepared By: 
Laura Sutherland, Human Resources Representative

Reviewed By: 
Andrea Knickerbocker, Human Resources Manager

Reviewed By: 
Maria Monteagudo, Employee Relations Director

Job Evaluation Report

City Service Commission Meeting: **August 9, 2011**
 Department: **Health**

Current	Requested	Recommended
Lead Risk Assessor II PR 541 (\$43,909 - \$52,069) Vacant	Environmental Hygienist PR 555 (\$48,133 - \$54,958)	Environmental Hygienist PR 555 (\$48,133 - \$54,958)
Rationale: The nature and level of work associated with this job conforms to that of other Environmental Hygienists in the Milwaukee Health Department.		

Action Required:

In the Positions Ordinance, under Health Department, Disease Control and Environmental Health Services Division, Home Environmental Health, Childhood Lead Poisoning Prevention Program (W), delete one position of "Lead Risk Assessor II (X)(W) (QQ)" and add one position of "Environmental Hygienist (X)(W)(QQ)".

Background

On May 4, 2011 the Commissioner of Health, Bevan K. Baker, FACHE, requested that a vacant position of Lead Risk Assessor II be repurposed to that of an Environmental Hygienist to more effectively meet the business needs and public health goals of the department.

In conducting this study, written documentation in the form of a request letter from the department and job descriptions for both the Lead Risk Assessor II and Environmental Hygienist were reviewed. In addition, a discussion was held with Ray Weitz, Health Personnel Officer.

Analysis

Reporting to the Lead Program Field Supervisor, the Environmental Hygienist will function as a radiation and HEPA specialist, providing technical expertise and ensuring quality control in the Childhood Lead Poisoning Prevention Program (CLPPP). The duties and responsibilities associated with the job are as follows:

- Conducting special research and evaluation projects
- Preparing technical reports and maintaining statistical records on Investigations and abatement activities
- Conducting ongoing review and analysis of local, state, and federal regulations
- Assisting inspectors with case management activities as needed
- maintaining and updating CLPPP risk assessment protocols
- Maintaining all equipment and supplies, including ARF analyzers, radiation dosimeters, HEPA vacuums, and dust sampling kits according to strict protocols.

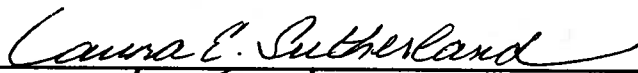
The nature of work associated with this job fits into the category of Environmental Scientists and Specialists, Including Health (19-2041.00) as defined by the U.S. Department of Labor.

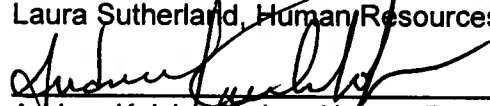
Requirements for the job, as provided in the description prepared by the Health Department, include a bachelor's degree with major coursework in environmental health or the natural sciences and three years of experience as a certified lead risk assessor. These requirements have not been assessed for purposes of recruitment and hiring.


The duties and responsibilities of this job, as outlined above, were previously performed by an Environmental Hygienist. A review of the level and knowledge and skill required to perform these duties and the degree of responsibility associated with them indicates that the level of work performed is equivalent to that performed by other Environmental Hygienists in the Health Department.

Recommendation

It is therefore recommended that one position of Lead Risk Assessor II, PR 5341, be reclassified to Environmental Hygienist, PR 555.

Prepared By: 
Laura Sutherland, Human Resources Representative

Reviewed By: 
Andrea Knickerbocker, Human Resources Manager

Reviewed By: 
Maria Monteagudo, Employee Relations Director



City of Milwaukee Fiscal Impact Statement

A

Date September 30, 2011 **File Number** 110455

Subject Classification and pay recommendations approved by the City Service Commission on August 9 and September 30, 2011.

B

Submitted By Sarah Trotter, Human Resources Representative
(Name/Title/Dept./Ext.) Dept. of Employee Relations/X2398.

C

- This File**
- ☐ Increases or decreases previously authorized expenditures.
 - ☐ Suspends expenditure authority.
 - ☐ Increases or decreases city services.
 - ☐ Authorizes a department to administer a program affecting the city's fiscal liability.
 - ☐ Increases or decreases revenue.
 - ☐ Requests an amendment to the salary or positions ordinance.
 - ☐ Authorizes borrowing and related debt service.
 - ☐ Authorizes contingent borrowing (authority only).
 - ☐ Authorizes the expenditure of funds not authorized in adopted City Budget.

D

- This Note**
- ☐ Was requested by committee chair.

E

- Charge To**
- ☐ Department Account
 - ☐ Capital Projects Fund
 - ☐ Debt Service
 - ☐ Other (Specify) _____
 - ☐ Contingent Fund
 - ☐ Special Purpose Accounts
 - ☐ Grant & Aid Accounts

F

Assumptions used in arriving at fiscal estimate.

G

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages			
Supplies/Materials			
Equipment			
Services			
Other			
TOTALS			

H

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

I

List any costs not included in Sections E and F above.

J

Additional information.

Department of Employee Relations
Fiscal Note Spreadsheet

Finance & Personnel Committee Meeting of October 5, 2011
City Service Commission Meeting of September 27, 2011

NEW COST FOR 2011									
No.	Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	Total Rollup+ Sal
1		Employee Retirement System	Systems Analyst-Senior	8	ERS Functional Applications Mgr	11	\$57,028	\$69,090	\$2,235
1								\$1,856	\$2,235

Assume changes are effective Pay Period 23 (October 30, 2011)

NEW COST FOR FULL YEAR									
No.	Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	Total Rollup+ Sal
1		Employee Retirement System	Systems Analyst-Senior	8	ERS Functional Applications Mgr	11	\$57,028	\$69,090	\$14,529
1								\$12,062	\$14,529

Totals may not be to the exact dollar due to rounding.

Department of Employee Relations
Fiscal Note Spreadsheet

Finance & Personnel Committee Meeting of October 5, 2011
City Service Commission Meeting of August 9, 2011

NEW COST FOR 2011									
No.	Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	Total Rollup+ Sal
1		Health	Lead Risk Assessor II	541	Environmental Hygienist	555	\$43,909	\$48,133	\$783
1							\$650	\$650	\$783

NEW SAVINGS FOR 2011									
No.	Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	Total Rollup+ Sal
1		Employee Retirement System	Paralegal	549	Program Assistant II	530	\$51,455	\$41,495	\$1,846
1							\$1,532	\$1,532	\$1,846

Assume changes for 2011 are effective Pay Period 23 (October 30, 2011)

NEW COST FOR FULL YEAR									
No.	Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	Total Rollup+ Sal
1		Health	Lead Risk Assessor II	541	Environmental Hygienist	555	\$43,909	\$48,133	\$5,088
1							\$4,224	\$4,224	\$5,088

NEW SAVINGS FOR FULL YEAR									
No.	Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	Total Rollup+ Sal
1		Employee Retirement System	Paralegal	549	Program Assistant II	530	\$51,455	\$41,495	\$11,997
1							\$9,960	\$9,960	\$11,997

Totals may not be to the exact dollar due to rounding.

PW FILE NUMBER: 110455

[illegible]



Legislation Details (With Text)

File #: 110729 **Version:** 0
Type: Communication **Status:** In Committee
File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Communication from the Police Department amending the Salary Ordinance.

Sponsors: THE CHAIR

Indexes: POLICE DEPARTMENT, SALARY ORDINANCE

Attachments: Letter from MPD Requesting Amendment to Salary Ordinance, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number:

110729

Version:

Original

Sponsor:

The Chair

Title:

Communication from the Police Department amending the Salary Ordinance.

Drafter:

Milwaukee Police Department

VS

9/19/11



Police Department

Edward A. Flynn
Chief of Police

September 16, 2011

Finance and Personnel Committee
200 E. Wells Street – Room 706
Milwaukee, WI 53202

Dear Committee members:

Re: File # 110729 Communications from the Milwaukee Police Department
relative to technical corrections to the 2011 Salary Ordinance

Dear Committee members:

The Department is requesting that the notation in the Salary Ordinance, specifying the employment period (June through September 1), for Telecommunicator (Seasonal) positions (Pay Range 928) be removed. The Department needs the flexibility to modify their start and end dates. A copy of the Salary Ordinance for this position is attached for your reference.

Sincerely,

EDWARD A. FLYNN
CHIEF OF POLICE

EAS:vs

Pay Range 918*

Official Rate-Hourly

8.98 9.44 9.88 10.47

Document Services Assistant 1/

Temporary Document Services Assistant 2/

1/ Salary advancements to next succeeding step to be upon completion of 1,040 hours of work at each step.

2/ Recruitment may be at the first or second step of the pay range.

Pay Range 924*

Official Rate-Hourly

11.00 13.10 13.52

Production Assistant 1/

1/ Salary advancements to next succeeding step to be upon completion of 1,040 hours of work at each step.

Pay Range 925*

Official Rate-Biweekly

866.68

Fire Cadet

Pay Range 926*

Official Rate-Hourly

11.67 13.24

Urban Forestry Intern 1/

1/ Recruitment shall be at the first step of the range. Employees who have completed one successful season of work in Forestry may advance to the second step, upon recommendation by the Forestry Division.

Pay Range 927*

Official Rate-Hourly

12.83 13.99 15.25

Engineering Inspection Assistant 1/

Traffic Control Assistant 1/

1/ Students hired shall be compensated as follows: Freshmen are to be appointed at the first step, and sophomores, juniors, and seniors may be appointed up to the third step.

Pay Range 928 (ALEASP)

Official Rate-Hourly

12.24 12.90 13.61 14.31 15.18

Police Telecommunicator (Seasonal) 1/

- 1/ Employees to be advanced to the next step in the pay range after each season (June through September 1) of successful job experience.

Pay Range 929*

Official Rate-Hourly
12.02 12.68

School Crossing Guard 1/ 2/ 3/
School Crossing Guard Operator 1/ 3/
School Crossing Guard Dispatcher 2/ 3/
Legislative Services Aide 4/

- 1/ Receives the second rate specified above after 190 work days or one full year as a School Crossing Guard and/or School Crossing Guard Operator.
- 2/ Employees who have worked as a School Crossing Guard (Auxiliary) or School Crossing Guard Dispatcher for less than 190 days or one full year shall receive \$14.41 per hour. Employees who have worked as a School Crossing Guard (Auxiliary) or School Crossing Guard Dispatcher for more than 190 days or more than one year shall receive \$15.22 per hour (PP 14, 2009).
- 3/ Any School Crossing Guard, School Crossing Guard (Auxiliary), School Crossing Guard Operator or School Crossing Guard Dispatcher, assigned to train another School Crossing Guard, School Crossing Guard (Auxiliary), School Crossing Guard Operator or School Crossing Guard Dispatcher shall receive fifty (.50) cents per hour in addition to their base rate as a School Crossing Guard, School Crossing Guard (Auxiliary), School Crossing Guard Operator, or School Crossing Guard Dispatcher while performing such training assignment.
- 4/ Legislative Services Aides are eligible to advance to the next step of the pay range after completion of 520 hours of service upon recommendation by the Department.

Pay Range 930*

Official Rate-Hourly
13.93 15.42 17.52

Accounting Intern 1/
Engineering Intern 2/
Graduate Intern 3/ 4/

- 1/ Students with junior status may be appointed up to the second step. Students with senior status may be appointed up to the third step.
- 2/ Engineering Interns to be paid the following hourly rates: \$12.08 for junior status students and \$13.05 for senior status students (PP 14, 2009).
- 3/ Graduate Interns are eligible to advance to the next step of the pay range after completion of 520 hours of service upon recommendation by the Department.
- 4/ Graduate Interns attending law school may be hired up to the second step in the pay range.

Pay Range 934*

PW FILE NUMBER: 110729

[illegible]



Legislation Details (With Text)

File #: 110748 **Version:** 0

Type: Communication **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of Employee Relations amending the Salary Ordinance.

Sponsors: THE CHAIR

Indexes: MUNICIPAL COURT, SALARY ORDINANCE

Attachments: Department of Employee Relations Letter, DER Letter Requesting Ordinance Change, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number:
110748

Version:
Original

Sponsor:
The Chair

Title:
Communication from the Department of Employee Relations amending the Salary Ordinance.

Drafter:
DER

TH:nf

9/23/11

September 23, 2011

James Owczarski,
Deputy City Clerk
City Clerk's Office
Room 205, City Hall
City of Milwaukee

Dear Mr. Owczarski:

Article 25.30 of the 2010-2011 City/Milwaukee District Council 48, AFSCME, AFL-CIO labor agreement states that "The City shall pay an additional \$1.00 an hour for the Court Services Assistant II, Court Services Assistant IV or the Municipal Court Clerks employed in Municipal Court while performing interpreter duties for court proceedings from Spanish to English and vice Versa". The Salary Ordinance needs to be amended to include a footnote to the title of Municipal Court Clerk I which will bring the Salary Ordinance into line with the Labor Agreement. Please open a file. Further information will be forthcoming.

Sincerely,

Troy M. Hamblin
City Labor Negotiator

TMH:NMF

CcopenltrMCCI footnote_9-11
labr\dc48\2011 Correspondence



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 28, 2011

To The Honorable
The Committee on Finance
and Personnel
Common Council
City of Milwaukee

Dear Committee Members:

Re: Common Council File No. 110748

Article 25.30 of the 2010-2011 City/Milwaukee District Council 48, AFSCME, AFL-CIO labor agreement states that "The City shall pay an additional \$1.00 an hour for the Court Services Assistant II, Court Services Assistant IV or the Municipal Court Clerks employed in Municipal Court while performing interpreter duties for court proceedings from Spanish to English and vice versa". The Salary Ordinance needs to be amended to include a footnote to the title of Municipal Court Clerk I which will bring the Salary Ordinance into line with the Labor Agreement.

We request that the Salary Ordinance be amended as follows:

Effective September 18, 2011, under Section 8, Pay Range 540 add the footnote designation "9/" after the title Municipal Court Clerk I and add footnote 9/ to read as follows: "9/ Effective September 18, 2011, employees employed in the Municipal Court shall be eligible to receive an additional \$1.00 per hour while performing interpreter duties for court proceedings from Spanish to English and vice versa."

In view of the foregoing, we recommend adoption of the attached amendment to the Salary Ordinance.

Sincerely,

Troy M. Hamblin
City Labor Negotiator

cc: Faranda Wragg
Michelle Stein
Kristine Hinrichs

Common Council
April 26, 2009
Page 2

Sheldon Himle
Calvin Lee
Tobie Black

TMH:NMF
SalOrd_MCC1 footnote_9-11
labr\dc48\2011 Correspondence

PW FILE NUMBER: 110748

[illegible]



Legislation Details (With Text)

File #: 110797 **Version:** 0

Type: Communication **Status:** In Committee

File created: 9/27/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of Administration relating to amending the Positions Ordinance.

Sponsors: THE CHAIR

Indexes: DEPARTMENT OF ADMINISTRATION, POSITIONS ORDINANCE

Attachments: Letter Requesting Ordinance Change, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/27/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

110797

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Department of Administration relating to amending the Positions Ordinance.

Requestor

Drafter

CC-CC

dkf

9/30/11



Department of Administration
Budget and Management

Tom Barrett
Mayor

Sharon Robinson
Administration Director

Mark Nicolini
Budget and Management Director

September 27, 2011

Ref: 11019

Mr. Jim Owczarski
Deputy City Clerk
City Hall Room 205

SUBJECT: Communication File Regarding Changes to the 2011 Positions Ordinance

Dear Mr. Owczarski:

We are submitting for introduction at the October 5, 2011 Common Council meeting a Communication File relating to a requested change to the 2011 Positions Ordinance.

The 2012 Proposed Budget eliminates an Inventory and Purchasing Coordinator position in the Department of Public Works (DPW) Administrative Services Division and reallocates that funding to a new Purchasing Agent in the Department of Administration-Business Operations Division. This communication file respectfully requests that the change be implemented prior to 2012 Budget adoption in order to more expeditiously address the adverse impacts of current DPW procurement delays without any additional fiscal impact on the City budget.

A significant backlog has developed in executing various DPW contracts, resulting in delays and loss of best pricing for some projects. The Business Operations Division needs additional staff resources dedicated to DPW related procurements to address these concerns. The new position will focus on DPW purchasing and contracts as outlined in a Service Level Agreement signed by the management of each organizational unit.

Requested changes are as follows:

<u>Caption/Position Title</u>	<u>Add</u>	<u>Delete</u>
<u>DPW-ADMINISTRATIVE SERVICES DIVISION</u>		
Inventory and Purchasing Coordinator		1
<u>DOA-BUSINESS OPERATIONS DIVISION</u>		
Purchasing Agent - DPW	1	

Sincerely,

Mark Nicolini
Budget and Management Director

JRM:cei

civ\position ord\11poa2.doc

PW FILE NUMBER: 110797

[illegible]



Legislation Details (With Text)

File #: 110697 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the Refugee Health Screening Grant from the State of Wisconsin - Department of Workforce Development.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, STATE GRANTS

Attachments: Grant Budget, Grant Analysis, Fiscal Impact, Fiscal Analysis, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/22/2011	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
9/29/2011	0	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	3:0
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110697

Version
SUBSTITUTE 1

Reference

Sponsor
Chair

Title
Substitute resolution relative to application, acceptance and funding of the Refugee Health Screening Grant from the State of Wisconsin - Department of Workforce Development.

Analysis
This resolution authorizes the Health Department to apply for, accept and fund the Refugee Health Screening Grant project from the State of Wisconsin Department of Workforce Development on behalf of the Department of Children and Families (DCF) in the amount of \$440,000 provided by the grantor. The purpose of the grant is to aid the Tuberculosis Control Clinic in its services to refugees.

Body
Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Workforce Development to aid the Tuberculosis Control Clinic in its services to refugees; and

Whereas, The operation of this grant project from 10/01/11 to 09/30/12 would cost \$440,000 provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin Department of Workforce Development is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2011 Special Revenue Grant and Aid Projects Funds, the following amount for the project titled Refugee Health Screening Grant:

Project/Grant	GR0001100000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$440,000

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project Grant Levels; budget against these Project/Grant values the amounts required under the grant agreement; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2011 grant budget funds for training and out-of-town travel by departmental staff;
3. Enter into leases and subcontracts as detailed in the grant budget; and
4. Expend from the 2011 grant funds for equipment as deemed necessary for program operation.

Further resolved, That the Common Council directs that the 2011 Positions Ordinance C.C. File Number 100414, should be amended as follows:

Under

HEALTH DEPARTMENT

Change footnote (BB) to read as follows:

To expire 9/30/12 unless the Refugee Health Screening Grant is extended.

Requestor
Health Department

Drafter
YMR
09-22-11
Refugee Screening Res 11-12

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Refugee Health Screening

PROJECT/PROGRAM YEAR: 2010-11

CONTACT PERSON: Irmine Rietl, X8555

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		SALARIES AND WAGES					
	3	Public Health Nurse (X) (G) (BB)	666	112,000			112,000
		TOTAL SALARIES AND WAGES		112,000			112,000
		FRINGE BENEFITS					
		50%		56,000			56,000
		TOTAL FRINGE BENEFITS		56,000			56,000
		SUPPLIES AND MATERIALS					
		Program Supplies		25,000			25,000
		Office Supplies		10,000			10,000
		Incentives for Outreach		2,000			2,000
		Medications		1,000			1,000
		TOTAL SUPPLIES AND MATERIALS		38,000			38,000
		SERVICES					
		Temporary Personnel		48,000			48,000
		Printing/Copying		10,000			10,000
		Postage/Shipping		1,000			1,000
		Travel/Training		5,000			5,000
		Translation Services		50,000			50,000
		Equipment Repair/Maintenance		15,000			15,000
		Medical Tests		50,000			50,000
		TOTAL SERVICES		179,000			179,000

		CONTRACTUAL SERVICES					
		Contract for Physician Medical Services		55,000			55,000
		TOTAL CONTRACTUAL SERVICES		55,000			55,000
		TOTAL COSTS		440,000	0	0	440,000

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Health

Contact Person & Phone No: Irmine Reitzl, X8555

Category of Request

☐ New Grant

☐ Grant Continuation

☐ Change in Previously Approved Grant

Previous Council File No. 100485

Previous Council File No.

Project/Program Title: Refugee Health Screening Grant

Grantor Agency: State of Wisconsin Division of Economic Support

Grant Application Date: N/A Continuing

Anticipated Award Date: October, 2011

Please provide the following information:

1. Description of Grant Project/Program (Include Target Locations and Populations):

This grant will aid the City of Milwaukee Tuberculosis Control Clinic (TBCC) in providing outreach, screening and other public health services to refugees. Foreign-born persons are a high-risk group for developing tuberculosis. Refugees are screened for tuberculosis, hepatitis, lead poisoning, pregnancy, parasites and other enteric diseases. Needed immunizations, health education and acquaintance with health care delivery systems are also provided. It is projected that the number of refugees needing screening in the new grant period will be approximately 800 individuals.

2. Relationship to City-wide Strategic Goals and Departmental Objectives:

The goals and objectives of this grant are consistent with the City-wide strategic goal of improving the health of its citizens and the Health Department objective of reducing illness from communicable disease.

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

Refugee Screening Grant funds help pay for services and supplies expended in outreach and screening activities.

4. Results Measurement/Progress Report (Applies only to Programs):

N/A

5. Grant Period, Timetable and Program Phase-out Plan:

The grant period covered is October 1, 2011 through September 30, 2012.

6. Provide a List of Subgrantees:

N/A

7. If Possible, Complete Grant Budget Form and Attach to Back.



City of Milwaukee Fiscal Impact Statement

A

Date	September 22, 2011	File Number	110697
Subject	Substitute resolution relative to application, acceptance and funding of the Refugee Health Screening Grant from the State of Wisconsin – Department of Workforce Development.		

B

Submitted By (Name/Title/Dept./Ext.)	Yvette M. Rowe, Business Operations Manager-Health, X3997
---	---

C

- This File**
- ☐ Increases or decreases previously authorized expenditures.
 - ☐ Suspends expenditure authority.
 - ☒ Increases or decreases city services.
 - ☐ Authorizes a department to administer a program affecting the city's fiscal liability.
 - ☒ Increases or decreases revenue.
 - ☒ Requests an amendment to the salary or positions ordinance.
 - ☐ Authorizes borrowing and related debt service.
 - ☐ Authorizes contingent borrowing (authority only).
 - ☒ Authorizes the expenditure of funds not authorized in adopted City Budget.

D

- This Note**
- ☐ Was requested by committee chair.

E

- | | | |
|---|--|--|
| Charge To | <input type="checkbox"/> Department Account | <input type="checkbox"/> Contingent Fund |
| | <input type="checkbox"/> Capital Projects Fund | <input type="checkbox"/> Special Purpose Accounts |
| | <input type="checkbox"/> Debt Service | <input checked="" type="checkbox"/> Grant & Aid Accounts |
| <input type="checkbox"/> Other
(Specify) | | |

F

Assumptions used in arriving at fiscal estimate.

G			
Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$168,000	\$168,000
Supplies/Materials		\$38,000	\$38,000
Equipment		\$	\$
Services		\$179,000	\$179,000
Other		\$55,000	\$55,000
TOTALS		\$440,000	\$440,000

H	
For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.	
<input type="checkbox"/> 1-3 Years <input type="checkbox"/> 3-5 Years	_____
<input type="checkbox"/> 1-3 Years <input type="checkbox"/> 3-5 Years	_____
<input type="checkbox"/> 1-3 Years <input type="checkbox"/> 3-5 Years	_____

I
List any costs not included in Sections E and F above.

J
Additional information.

LRB-RESEARCH AND ANALYSIS SECTION

PUBLIC SAFETY COMMITTEE

SEPTEMBER 29, 2011

ITEM 5, FILE # 110697

File #110697 is a resolution relative to application, funding and expenditure of the Refugee Health Screening Grant from the State of Wisconsin – Department of Workforce Development.

Background

1. This is a continuing grant that supports the City of Milwaukee Tuberculosis Control Clinic (TBCC) in providing outreach, screening and other public health services to refugees. Funding is provided by the Wisconsin Department of Workforce Development - Division of Economic Support. Prior grant resolutions and amendments are at File Numbers 101069, 100485 and 090249.
2. Refugees are screened for tuberculosis, hepatitis, lead poisoning, pregnancy, parasites and other enteric diseases. Necessary immunizations are provided. Health care education and information about accessing health care delivery systems are offered.
3. The number of screenings has increased significantly under the program in recent years:

<u>Year</u>	<u>10/1 to 9/30</u>	<u>Screenings Provided</u>
2006		98
2007		253
2008		354
2009	(10/1/08 to 6/30, 09)	220
2010		668
2011	(projected)	525

Note: An earlier estimate for 2011 of 975 screenings was significantly higher than currently projected screening numbers.

Discussion

1. This award of \$440,000 from the Wisconsin Department of Workforce Development is \$56,000 less (-11.3%) than the current grant of \$496,000. These funds will support screening, immunization and education for an anticipated 800 individuals in a refugee health screening program administered by the Tuberculosis Control Clinic.
2. The grant period will be October 1, 2011, to September 30, 2012.
3. The grantor share is 100% and includes funds to partially support the wages and benefits of 3 existing Public Health Nurse positions. Funding is no longer

budgeted under the grant to partially support a Health Interpreter Aide. The following is a summary of the project budget:

Salaries and wages	
3 Public Health Nurses – partial (grade 666)	\$112,000
Fringe Benefits	56,000
Program Supplies	25,000
Office supplies	10,000
Incentives for Outreach	2,000
Medications	1,000
Temporary personnel	48,000
Printing and copying	10,000
Postage and shipping	1,000
Travel and training	5,000
Translation services	50,980
Equipment repair and maintenance	15,000
Medical tests	50,000
Contractual services (physician services)	55,000

Total \$440,000

4. Resolution File #110697 authorizes the City Comptroller to commit \$440,000 grantor share funds within the Project/Grant Parent of the 2011 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
5. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; to enter into subcontracts and leases; to expend 2011 budgeted amounts for equipment deemed necessary to the operation of the program; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2011.

Fiscal Impact

This proposed \$440,000 in non-O&M funding will support continuing activities and services that would not be provided absent such funding. There is no impact on the tax levy.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
Extension 8532
September 28, 2011

Cc: W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Paul Biedrzycki
Irmine Rietl
Renee Joos

NOTICES SENT TO FOR FILE 110697:

[illegible]



Legislation Details (With Text)

File #: 110699 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Substitute resolution amending Common Council File #110160 relative to the application, acceptance and funding of the Family Foundations Comprehensive Home Visiting Grant from the State of Wisconsin Department of Children and Families.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, STATE GRANTS

Attachments: Operating Budget, Grant Analysis, Fiscal Impact, Fiscal Analysis, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/22/2011	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
9/29/2011	0	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110699

Version
SUBSTITUTE 1

Reference

Sponsor
The Chair

Title
Substitute resolution amending Common Council File #110160 relative to the application, acceptance and funding of the Family Foundations Comprehensive Home Visiting Grant from the State of Wisconsin Department of Children and Families.

Analysis
This resolution amends Common Council File #110160 relative to application, acceptance and funding of the Family Foundations Comprehensive Home Visiting Grant from the State of Wisconsin Department of Children and Families. The purpose of the grant is to serve families in need of services related to improving pregnancy outcomes, enhancing family functions, preventing child abuse and neglect and assuring child readiness for school.

Body

Whereas, Common Council File #110160 authorized the Health Department to apply for, accept and fund the Family Foundations Comprehensive Home Visiting Grant from the State of Wisconsin Department of Children and Families. This grant provided for a Grantor share total of \$900,000; and

Whereas, The Grantor share for this program has remained the same, however the budget has been amended; now, therefore be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin Department of Children and Families is authorized and the Health Department shall accept this grant without further Common Council approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the Common Council directs that the 2011 Positions Ordinance C.C. File Number 100414, should be amended as follows:

Under
HEALTH DEPARTMENT
Family and Community Health Services Division
Comprehensive Home Visiting Grant (E)

ADD:

Public Health Social Worker (X)(E) 1 Position

Further resolved, That all standard resolved clauses articulated in Common Council File #110160 remain applicable.

Requestor
Health Department

Drafter
HEALTH
YMR
09-22-11
Home Visiting Res 2011-Amendment

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Family Foundations Comprehensive Home

Visiting Program

Project/Program Year: 2011-12

CONTACT PERSON: Julie Driscoll, X6002

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING					
		PERSONNEL COSTS				
	1	MCHVP Program Manager (X) (E) (Y)	007	57,000		57,000
	1	Health Project Coordinator-MCHVP (X)(E)(Y)	004	51,000		51,000
	1	Health Information Specialist (E)	593	52,000		52,000
	1	Office Assistant II (E)	410	21,000		21,000
	9	Public Health Nurse (X)(G)(E)	666	105,000	350,000	455,000
	1	Public Health Social Worker (X)		50,000	50,000	100,000
		TOTAL PERSONNEL COSTS		336,000	400,000	736,000
		FRINGE BENEFITS				
		50%		168,000	200,000	168,000
		TOTAL FRINGE BENEFITS		168,000	200,000	168,000
		SUPPLIES AND MATERIALS				
		Office and Program Supplies		5,500	5,000	10,500
		TOTAL SUPPLIES AND MATERIALS		5,500	5,000	10,500
		SERVICES				
		Translator		2,000		2,000
		Printing		2,813		2,813
		Wireless cards/Cell Phone Charges		9,000		9,000
		Travel and Training		4,000		4,000

		Mileage		6,500		6,500
		Flexible Funds (150 families)		37,500	37,500	75,000
		TOTAL SERVICES		61,813	37,500	99,313
		CONTRACTUAL SERVICES				
		Home Visitation/Direct Service/Outreach		328,687	20,000	348,687
		Program/Process Evaluation		0		0
		IT/Data Consultant		0		0
		TOTAL CONTRACTUAL SERVICES		328,687	20,000	348,687
		TOTAL COSTS		900,000	662,500	1,562,500

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Health/Maternal and Child Health

Contact Person & Phone No: Julie Driscoll, #6002

Category of Request

- ☒ New Grant
- ☐ Grant Continuation
- ☐ Change in Previously Approved Grant

Previous Council File No. 100949

Previous Council File No.

Project/Program Title: Family Foundations Milwaukee Comprehensive Home Visiting Grant

Grantor Agency: Wisconsin Department of Children and Families

Grant Application Date: not applicable – continuing

Anticipated Award Date: July 1, 2011

Please provide the following information:

1. Description of Grant Project/Program (Include Target Locations and Populations):

The purpose of the Milwaukee Comprehensive Home Visiting Grant is to serve families in need of services related to: 1- improving pregnancy outcomes; 2- improving family health, safety, and development; 3- preventing child abuse and neglect; 4- enhancing family functioning; and 5- assuring child readiness for school. Families in an eleven zip code target areas will be identified and served over a 5 year period in cooperation with multiple agencies and community-based organizations in Milwaukee. A multi-faceted case management team comprised of a social worker, community health worker and public health nurse will deliver services. In addition to direct service provision, the Milwaukee Health Department (MHD) will provide leadership for community collaboration and a centralized intake/referral system to assure coordination of services for families in need.

2. Relationship to Citywide Strategic Goals and Departmental Objectives:

Infant mortality reduction and assuring child health readiness for school is a major goal of the MHD.

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

Adequate resources currently do not exist in Milwaukee to intensively reduce the health disparities related to infant mortality and other child health indicators.

4. Results Measurement/Progress Report (Applies only to Programs):

- Changes in the Infant Mortality Rate and Healthy Birth Outcomes
- Reduction in the cases of Child Abuse and Neglect

5. Grant Period, Timetable and Program Phase-out Plan:

July 1, 2011 through June 30, 2012.

This grant/contract is renewable for up to four consecutive years based on successfully achieving grant objectives.

6. Provide a List of Sub grantees:

N/A

7. If Possible, Complete Grant Budget Form and Attach.

Attached



City of Milwaukee Fiscal Impact Statement

A

Date	September 22, 2011	File Number	110699
Subject	Substitute resolution amending Common Council file #110160 relative to the application, acceptance and funding of the Family Foundations Comprehensive Home Visiting Grant from the State of Wisconsin Department of Children and Families.		

B

Submitted By (Name/Title/Dept./Ext.)	Yvette M. Rowe, Business Operations Manager, Health Department, X3997
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C

- This File**
- ☐ Increases or decreases previously authorized expenditures.
 - ☐ Suspends expenditure authority.
 - ☐ Increases or decreases city services.
 - ☐ Authorizes a department to administer a program affecting the city's fiscal liability.
 - ☐ Increases or decreases revenue.
 - ☒ Requests an amendment to the salary or positions ordinance.
 - ☐ Authorizes borrowing and related debt service.
 - ☐ Authorizes contingent borrowing (authority only).
 - ☐ Authorizes the expenditure of funds not authorized in adopted City Budget.

D

- This Note**
- ☐ Was requested by committee chair.

E

- Charge To**
- | | |
|---|--|
| <input type="checkbox"/> Department Account | <input type="checkbox"/> Contingent Fund |
| <input type="checkbox"/> Capital Projects Fund | <input type="checkbox"/> Special Purpose Accounts |
| <input type="checkbox"/> Debt Service | <input checked="" type="checkbox"/> Grant & Aid Accounts |
| <input type="checkbox"/> Other
(Specify) _____ | |

F

Assumptions used in arriving at fiscal estimate.

G

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages			
Supplies/Materials			
Equipment			
Services			
Other			
TOTALS			

H

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

I

List any costs not included in Sections E and F above.

J

Additional information.

LRB-RESEARCH AND ANALYSIS SECTION

PUBLIC SAFETY COMMITTEE

SEPTEMBER 29, 2011

ITEM 6, # 110699

File Number 110699 is a resolution amending the resolution relative to application for, and acceptance and funding of, the Family Foundations Comprehensive Home Visiting Grant from the Wisconsin Department of Health Services.

Background

1. This is an amendment to a new grant authorized in File Number 110160 supporting and expanding current home visitation activities previously funded under awards from the Wisconsin Department of Health Services in 2010 and ending June 30, 2011.
2. The purposes of this grant, like earlier home visitation grants, are to reduce risks of infant mortality and to assure child health readiness for school. The objectives include providing services to 700 or more families in need in order to:
 - improve pregnancy outcomes
 - improve family health, safety and development
 - enhance family functions
 - prevent child abuse and neglect
 - assure child readiness for school
3. Families in 11 zip code target areas have been or will be identified and will be served in this multi-year program in cooperation with multiple agencies and community based organizations in Milwaukee.
4. Services are delivered by a case management team comprised of a social worker, community health worker and public health nurse. In addition to direct service provision, the Milwaukee Health Department (MHD) provides leadership for community collaboration and a centralized intake/referral system to assure coordination of services for families in need.
5. Eight zip code areas have previously been identified as the target area for these home visitation activities. One of these zip code areas, 53208, has been dropped from the target area due to higher comparative measures of positive birth outcomes. The remaining zip code areas are: 53204, 53205, 53206, 53210, 53212, 53218 and 53233. The new zip code areas are: 53209, 53216, 53223 and 53225. Zip code areas for the Nurse-Family Partnership Program, supported by separate awards, are consistent with the 11 zip code areas supported by the proposed award.

Discussion

1. The grantor share for the period July 1, 2011, through June 30, 2012, is \$900,000 (57.6%). The City share is \$662,500 (42.4%), already budgeted. The amended budget does not change these sub-totals.

2. The revised budget supports 14 continuing positions (6 positions were supported in the original grant budget). These positions include 9 Public Health Nurses, 1 Maternal and Child Health Visitation Program Manager, 1 Health Project Coordinator, 1 Health Information Specialist, 1 Office Assistant II. A new Public Health Social Worker position should also be reflected in the revised budget. The grantor funded budget is re-allocated (changes in bold) as follows:

	<u>Original</u>	<u>Reallocated</u>
Personnel	\$286,000	\$336,000
Fringe Benefits (50%)	143,000	168,000
Office and Program Supplies	5,500	5,500
Wireless Cards & Cell Phone service	9,000	9,000
Translator Services	2,000	2,000
Mileage	6,500	6,500
Printing	2,813	2,813
Travel and Training	4,000	4,000
Flexible Funds (150 Families; see par. 3)	37,500	37,500
Contract Services (Visitation/Outreach)	403,687	328,687
Grant Total	\$900,000	\$900,000

3. The existing positions of 1 Social Worker and 7 public health nurses have been identified as City share. These positions continue to be funded from the tax levy in amounts that are not changed by the resolution. The City share budget remains unchanged and is allocated as follows:

Personnel	\$ 400,000
Fringe Benefits (50%)	200,000
Office and Program Supplies	5,000
Flexible Funds (150 Families)	37,500
Contract Services (Visitation/Outreach)	20,000
City Share Total	\$ 662,500

4. The revised budget reflects removal of one contracting agency (La Causa) and creation of an additional Public Health Social Worker position to meet grant obligations.
5. The resolution in File #110699 authorizes the City Comptroller to commit \$900,000 grantor share funds within the Project/Grant Parent of the 2011 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
6. The resolution further authorizes the Health Department, consistent with the terms of the grant and the proposed budget, to expend from these amounts and

incur costs for purposes including the purchase of equipment, employee travel and training, and entry into subcontracts.

Fiscal Impact

1. This resolution commits \$1,562,500 to the Family Foundations Comprehensive Home Visitation Program of which \$900,000 (57.6%) is grantor share.
2. This resolution also identifies \$662,500 (42.4%) as the City's cash share of the Program for personnel and other expenses. These amounts have previously been approved in the 2011 Budget.
3. This resolution has no impact on the tax levy.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
September 28, 2011

Cc: W. Martin Morics
Bevan Baker
Yvette Rowe
Julie Driscoll
Raquel Filmanowitz
Renee Joos

NOTICES SENT TO FOR FILE 110699:

[illegible]



Legislation Details (With Text)

File #: 110700 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, STATE GRANTS

Attachments: Fiscal Impact, Operating Grant Budget, Grant Analysis, Fiscal Analysis, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/22/2011	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
9/29/2011	0	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110700

Version
Substitute 1

Reference

Sponsor
Chair

Title
Substitute resolution relative to application, acceptance and funding of the LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant from the State of Wisconsin - Department of Health Services.

Analysis

This resolution authorizes the Health Department to apply for, accept and fund the LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant from the Department of Health and Human Services-Substance Abuse and Mental Health Service Administration through the State of Wisconsin - Department of Health Services in the amount of \$612,000. The purpose of the project is to promote the wellness of children in Milwaukee, birth through age eight years of age by addressing the physical, emotional, social, cognitive, and behavioral aspects of development.

Body:

Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin - Department of Health Services to provide this children's wellness program; and

Whereas, The operation of this grant project from 10/01/11 to 9/30/12 would cost \$612,000 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin - Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2011 Special Revenue-Grant and Aid Projects Fund, the following amount for the project titled LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant:

Project/Grant	GR0001100000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$612,000

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget against these Project/Grant values the amounts required under the grant agreement; and be it

3. Establish the necessary City Share Project Values; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2011 grant budget funds for training and out-of-town travel by departmental staff;

3. Enter into leases and subcontracts as detailed in the grant budget; and

4. Expend from the 2011 grant funds for equipment as deemed necessary for program operation.

Further resolved, That the Common Council directs that the 2011 Positions Ordinance C.C. File Number 100414, should be amended as follows:

Under

HEALTH DEPARTMENT

Change footnote (SSS) as follows:

To expire 9/30/12 unless the Project LAUNCH Grant is extended.

Requestor
Health Department

Drafter
YMR
09-26-11
LAUNCH Grant 11-12 - RES



City of Milwaukee Fiscal Impact Statement

A

Date September 26, 2011 **File Number** 110700

Subject Substitute resolution relative to application, acceptance and funding of the LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant from the State of Wisconsin – Department of Health Services.

B

Submitted By (Name/Title/Dept./Ext.) Yvette M. Rowe, Business Operations Manager-Health, X3997

C

- This File**
- ☐ Increases or decreases previously authorized expenditures.
 - ☐ Suspends expenditure authority.
 - ☒ Increases or decreases city services.
 - ☐ Authorizes a department to administer a program affecting the city's fiscal liability.
 - ☒ Increases or decreases revenue.
 - ☒ Requests an amendment to the salary or positions ordinance.
 - ☐ Authorizes borrowing and related debt service.
 - ☐ Authorizes contingent borrowing (authority only).
 - ☒ Authorizes the expenditure of funds not authorized in adopted City Budget.

D

- This Note**
- ☐ Was requested by committee chair.

E

- Charge To**
- ☐ Department Account
 - ☐ Capital Projects Fund
 - ☐ Debt Service
 - ☐ Other (Specify) _____
 - ☐ Contingent Fund
 - ☐ Special Purpose Accounts
 - ☒ Grant & Aid Accounts

F

Assumptions used in arriving at fiscal estimate.

G

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$352,500	\$352,500
Supplies/Materials		\$6,400	\$1,400
Equipment		\$	\$
Services		\$27,100	\$15,100
Other		\$253,000	\$243,000
TOTALS		\$639,000	\$612,000

H

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

I

List any costs not included in Sections E and F above.

J

Additional information.

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Project LAUNCH - Well-Child Connections
 CONTACT PERSON: Anna Benton, X3064/Leah Jepson, X6633

PROJECT/PROGRAM YEAR: 10/1/11 - 9/30/12

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	IN-KIND EFM Program Income Account	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Health Project Coordinator -Childhood Wellness (X) (SSS)	4	45,000			45,000
	1	Public Health Nurse Supervisor (X) (Y) (SSS) (J) (0.5 FTE)	7	32,000			32,000
	2	Public Health Nurse (X) (G) (SSS) (J) (1.50 FTE)	666	71,000			71,000
	2	Public Health Nurse (X) (G) (SSS) (1.75 FTE)	666	87,000			87,000
		TOTAL PERSONNEL COSTS		235,000	0	0	235,000
		FRINGE BENEFITS					
		50% Fringe Benefit Rate		117,500			117,500
		TOTAL FRINGE BENEFITS		117,500	0	0	117,500
		SUPPLIES AND MATERIALS					
		Office and Program Supplies		1,400		5,000	6,400
		TOTAL SUPPLIES AND MATERIALS		1,400	0	5,000	6,400
		SERVICES					
		Wireless Cards/Cell Phone		5,000			5,000
		Travel to DC (2 trips per year)		4,100			4,100
		Mileage		6,000			6,000
		Flexible Funds (\$150 x 80 families)				12,000	12,000
		TOTAL SERVICES		15,100	0	12,000	27,100

		CONTRACTUAL SERVICES					
		Home Visitation/Parent Education/Direct Service		183,000			183,000
		Consultant		60,000		10,000	70,000
		TOTAL CONTRACTUAL SERVICES		243,000	0	10,000	253,000
		TOTAL COSTS		612,000	0	27,000	639,000

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: **Health Department**

Contact Person & Phone No: **Julie Driscoll, x6002**

Category of Request

- ☒ **New Grant**
- ☐ **Grant Continuation**
- ☐ **Change in Previously Approved Grant**

Previous Council File No. 100486

Previous Council File No.

Project/Program Title: **Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant**

Grantor Agency: **State of Wisconsin Department of Health Services via Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (DHHS/SAMHS).**

Grant Application Date: **May 15, 2009**

Anticipated Award Date: **October 1, 2011**

Please provide the following information:

1. Description of Grant Project/Program (Include Target Locations and Populations):

The purpose of Project LAUNCH is to promote the wellness of children in Milwaukee, birth through age eight years of age by addressing the physical, emotional, social, cognitive, and behavioral aspects of development. Evidence-based public health strategies will be provided in an eight zip code target area of the city through home visitation, parenting education, mental health consultation, play and learn groups, and the incorporation of developmental assessments across settings. The City of Milwaukee Health Department will coordinate a Young Child Wellness Council in Milwaukee consisting of representation within public health, private health systems, mental health providers, child welfare, early childhood agencies, and local family resource centers to develop a comprehensive child wellness system of care for the city. The City of Milwaukee Health Department will work in partnership with the Department of Health Services to improve the coordination among child-serving systems, build infrastructure, and improve methods for providing services.

2. Relationship to City-wide Strategic Goals and Departmental Objectives:

Infant mortality reduction, young child wellness, and assuring child health readiness for school are major goals of the MHD.

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

Adequate resources currently do not exist in Milwaukee to intensively reduce the health disparities related to infant mortality and other child health indicators.

4. Results Measurement/Progress Report (Applies only to Programs):

- Changes in the Infant Mortality Rate and Healthy Birth Outcomes
- Reduction in the cases of Child Abuse and Neglect
- Promotion of Healthy Development

5. Grant Period, Timetable and Program Phase-out Plan:

October 1, 2011 – September 30, 2012

6. Provide a List of Subgrantees:

N/A

7. If Possible, Complete Grant Budget Form and Attach.

Attached

LRB-RESEARCH AND ANALYSIS SECTION

PUBLIC SAFETY COMMITTEE SEPTEMBER 29, 2011 ITEM 7, FILE # 110700

File Number 110700 is a resolution relative to the application, acceptance and funding of the LAUNCH (Linking Actions for Unmet Needs in Children's Health) Grant from the Wisconsin Department of Health Services.

Background

1. The purpose of the LAUNCH program is to promote wellness in the population of children from birth to 8 years of age. The program is designed to address physical, emotional, social, cognitive and behavioral aspects of development.
2. The program targets an 8-zip code area with activities that include: home visitation, parent education, mental health consultation, organization of 'play and learn' groups, and developmental assessments.
3. One specific role planned for the Milwaukee Health Department (MHD) is coordination of a Milwaukee Young Child Wellness Council.
4. One critical outcome of LAUNCH activities will be improved coordination of child-serving systems and infrastructure through partnership with the Wisconsin Department of Health Services.

Discussion

1. This new grant for \$639,000 is funded by the grantor in the amount of \$612,000 with a City Match of \$27,000 from funds budgeted to the MHD.
2. The period of the grant is October 1, 2011 to September 30, 2012.
3. Six existing positions are supported by the grant. These are positions for 4 Public Health Nurses (3.25 FTE), 1 Public Health Nurse Supervisor, and 1 Health Project Coordinator. No new positions are authorized.
4. The grantor share is budgeted as follows:

Personnel	\$235,000
Fringe (50%)	117,500
Supplies	1,400
Services	15,100
Contractual	
Home Visitation	183,000
Consultant	60,000

TOTAL \$612,000

5. The resolution in File #110700 authorizes the City Comptroller to commit \$612,000 grantor share funds within the Project/Grant Parent of the 2011 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

6. The resolution further authorizes the Health Department, consistent with the terms of the grant and the proposed budget, to expend from these amounts and incur costs for purposes including the purchase of equipment, employee travel and training, and entry into subcontracts.

Fiscal Impact

1. The resolution authorizes acceptance of \$612,000 grantor share funds and a City Match of \$27,000 from currently budgeted amounts.
2. No new O&M funding is authorized and there is no impact on the Tax Levy.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
Extension 8532
September 28, 2011

Cc: W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Anna Benton
Renee Joos

NOTICES SENT TO FOR FILE 110700:

[illegible]



Legislation Details (With Text)

File #: 110737 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:
Title: Substitute resolution relating to the accounting of revenues associated with the National League of Cities' Service Line Warranty Program.
Sponsors: ALD. DAVIS
Indexes: SEWERS
Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

110737

Version

SUBSTITUTE 1

Reference

101142

Sponsor

ALD. DAVIS

Title

Substitute resolution relating to the accounting of revenues associated with the National League of Cities' Service Line Warranty Program.

Analysis

This resolution requires that any proceeds from the National League of Cities' Service Line Warranty Program be placed in a segregated revenue account within the Sewer Maintenance Fund for use in future programs designed to assist landowners replace private laterals.

Body

Whereas, The City of Milwaukee approved, through adoption of File Number 101142 on July 6, 2011, participation in the National League of Cities' Service Line Warranty Program; and

Whereas, The Service Line Warranty Program will pay the City a 10% royalty for every resident that participates in the program; and

Whereas, Poorly-maintained sewer laterals contribute to the infiltration and inflow of storm water or groundwater into Milwaukee's dedicated sanitary sewer system, which can cause the system to overflow; and

Whereas, Leaks of water into sanitary sewers have increased since the Milwaukee Metropolitan Sewerage District's deep tunnel system began operating in 1994, compromising the system's ability to store wastewater and prevent combined sewer overflows; and

Whereas, The discharge of sewer overflow into residential basements and surrounding waters negatively affects the environment and public health, and it also violates state and federal regulations; and

Whereas, The reduction of discharge of sewer overflow into residential basements and surrounding waters will require joint efforts of the City, MMSD and other government agencies; and

Whereas, After severe flooding and widespread basement backups on July 22, 2010, the Milwaukee Metropolitan Sewerage District (MMSD) has proposed spending \$150 million in the next 10 years to inspect and help repair private laterals in the 28 communities served by the district; and

Whereas, The City intends to use any proceeds from the National League of Cities' Service Line Warranty Program for future programs designed to assist landowners replace faulty private laterals; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that proceeds from the Service Line Warranty Program shall be placed in a segregated revenue account within the Sewer Maintenance fund; and, be it

Further Resolved, That the segregated revenue account within the Sewer Maintenance fund shall be used solely for future programs designed to assist landowners replace faulty private laterals.

Requestor
Drafter
LRB132115-2
Rich Watt
9/26/2011

PW FILE NUMBER: 110737

[illegible]



Legislation Details (With Text)

File #: 110745 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose.

Sponsors: ALD. KOVAC

Indexes: DOCUMENTS AND RECORDS, TAXATION

Attachments: Milwaukee Board of School Directors Letter, Letter from Milwaukee State Legislative Caucus, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
10/3/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
10/3/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110745
Version
SUBSTITUTE 1
Reference

Sponsor
ALD. KOVAC
Title

Substitute resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose.

Analysis

This resolution directs the City Treasurer to annually insert a document that provides information on the tax levy attributable to the Milwaukee Parental School Choice Program into the annual City property tax bill mailing. The Milwaukee Public Schools will pay for all costs associated with printing, inserting and mailing the document.

Body

Whereas, The state's current method of funding the Milwaukee Parental Choice Program (MPCP) essentially hides the property tax impact of the MPCP from property taxpayers in the City of Milwaukee, attributing the cost to Milwaukee Public Schools (MPS); and

Whereas, Property taxpayers in Milwaukee do not currently receive any information informing them of the cost of the MPCP within the documents provided to them with the City property tax bill; and

Whereas, Given the current lack of transparency regarding the impact of the MPCP on the MPS property tax levy, many property taxpayers do not understand that a portion of the MPS property tax levy figure shown on the tax bill and the City Comptroller's Tax Dollar Brochure is used to provide funding to MPCP schools, not schools operated by MPS; and

Whereas, Property taxpayers also understandably assume that the increase in the tax levy's figure presented as that of MPS is wholly attributable to costs associated with MPS; and

Whereas, In MPS Fiscal Year 2011, 17% of the MPS levy, \$50.1 million, was dedicated to funding related to the MPCP; and

Whereas, In MPS Fiscal Year 2012, it is possible that the costs of the MPCP to Milwaukee property taxpayers will exceed those of the Milwaukee Area Technical College (MATC), whose 2010 levy on taxpayers within the City of Milwaukee was \$54.6 million; and

Whereas, In MPS Fiscal Year 2012, property taxes from the City of Milwaukee will be used in part to subsidize private suburban and rural schools outside the limits of the city; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that beginning in 2011, the City Treasurer is directed to annually insert a document that provides information on the tax levy attributable to the MPCP into the annual City property tax bill mailing; and, be it

Further Resolved, That the City Clerk's Public Information Division is directed to work with MPS to design the document that will provide City of Milwaukee taxpayers with information regarding the tax levy attributable to the MPCP; and, be it

Further Resolved, That, prior to printing, a draft of the document shall annually be submitted to the Common Council's Finance and Personnel Committee for its review and approval; and, be it

Further Resolved, That MPS shall annually pay for all costs associated with printing, inserting and mailing the document with the property tax bills; and, be it

Further Resolved, To ensure that the tax bills are mailed in a timely manner, the MPCP tax levy impact documents shall annually be delivered for insertion and mailing no later than a date specified by the City Treasurer; and be it

Further Resolved, That the Intergovernmental Relations Division-Department of Administration is directed to develop and seek passage of state legislation to amend s. 74.09(3), Wis. Stats., to require that property tax bills show the tax levy attributable to the MPCP; and be it

Further Resolved, That the proper City officials are directed to ensure the implementation of this resolution.

Requestor

Drafter
LRB134168-2
Jim Carroll
10/3/11

..Number

110745

..Version

PROPOSED SUBSTITUTE A

..Reference

..Sponsor

ALD. KOVAC

..Title

Substitute resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose.

..Analysis

This resolution directs the City Treasurer to annually insert a document that provides information on the tax levy attributable to the Milwaukee Parental School Choice Program into the annual City property tax bill mailing. The Milwaukee Public Schools will pay for all costs associated with printing, inserting and mailing the document.

..Body

Whereas, The state's current method of funding the Milwaukee Parental Choice Program (MPCP) essentially hides the property tax impact of the MPCP from property taxpayers in the City of Milwaukee, attributing the cost to Milwaukee Public Schools (MPS); and

Whereas, Property taxpayers in Milwaukee do not currently receive any information informing them of the cost of the MPCP within the documents provided to them with the City property tax bill; and

Whereas, Given the current lack of transparency regarding the impact of the MPCP on the MPS property tax levy, many property taxpayers do not understand that a portion of the MPS property tax levy figure shown on the tax bill and the City Comptroller's Tax Dollar Brochure is used to provide funding to MPCP schools, not schools operated by MPS; and

Whereas, Property taxpayers also understandably assume that the increase in the tax levy's figure presented as that of MPS is wholly attributable to costs associated with MPS; and

Whereas, In MPS Fiscal Year 2011, 17% of the MPS levy, \$50.1 million, was dedicated to funding related to the MPCP; and

Whereas, In MPS Fiscal Year 2012, it is possible that the costs of the MPCP to Milwaukee property taxpayers will exceed those of the Milwaukee Area Technical

College (MATC), whose 2010 levy on taxpayers within the City of Milwaukee was \$54.6 million; and

Whereas, In MPS Fiscal Year 2012, property taxes from the City of Milwaukee will be used in part to subsidize private suburban and rural schools outside the limits of the city; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that beginning in 2011, the City Treasurer is directed to annually insert a document that provides information on the tax levy attributable to the MPCP into the annual City property tax bill mailing; and, be it

Further Resolved, That prior to printing, a draft of the document shall annually be approved by motion of the Common Council; and, be it

Further Resolved, That MPS shall annually pay for all costs associated with printing, inserting and mailing the document with the property tax bills; and, be it

Further Resolved, To ensure that the tax bills are mailed in a timely manner, the MPCP tax levy impact documents shall annually be delivered for insertion and mailing no later than a date specified by the City Treasurer; and be it

Further Resolved, That the Intergovernmental Relations Division-Department of Administration is directed to develop and seek passage of state legislation to amend s. 74.09(3), Wis. Stats., to require that property tax bills show the tax levy attributable to the MPCP; and be it

Further Resolved, That the proper City officials are directed to ensure the implementation of this resolution.

..Requestor

..Drafter
LRB134168-3
Jim Carroll
10/4/11



**MILWAUKEE
PUBLIC SCHOOLS**

110745
Michael Bonds, President
Milwaukee Board of School Directors, District 3

3519 N. 50th St., Milwaukee, WI 53216
Phone (414) 520-3890 ■ Fax (414) 442-1161

September 23, 2011

Mr. Ronald Leonhardt
City Clerk
200 E. Wells Street
City Hall Room 205
Milwaukee WI 53202

CITY OF MILWAUKEE
2011 SEP 26 AM 10:45
RONALD D. LEONHARDT
CITY CLERK

RE: Transparent Tax Levy Information

Dear Mr. Leonhardt:

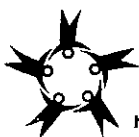
In an effort to provide improved fiscal transparency to the taxpayers of the City of Milwaukee, on September 22, 2011, the Milwaukee Board of School Directors approved the following:

RESOLVED, That the Milwaukee Board of School Directors respectfully requests that the City of Milwaukee officials, including the Treasurer and the Comptroller, include the tax levy attributable to the Milwaukee Parental Choice Program on documents that are distributed to City of Milwaukee property taxpayers as part of the issuance of the annual property tax bills, to begin with the 2011 property tax bill; and be it

FURTHER RESOLVED, That the Office of Board Governance and the MPS Administration cooperate with City of Milwaukee officials on this effort and work to facilitate a convenient process by which to provide accurate and timely information related to the voucher tax to City of Milwaukee officials in order to facilitate and expedite this effort.

The Milwaukee Board of School Directors further directed that a letter from either, or both, the Superintendent and the Board President be transmitted to the individuals and or

Page 1 of 3



Working Together
Achieving More
<http://www.milwaukee.k12.wi.us>

Milwaukee Board of School Directors

5225 W. Vliet St., Room 273 ■ Milwaukee, WI 53208
Phone: (414) 475-8284 ■ FAX: (414) 475-8071 ■ governance@milwaukee.k12.wi.us
www.milwaukee.k12.wi.us Click on Milwaukee Board of School Directors

offices within the City in relation to the implementation of the above-mentioned resolution and that MPS work with City of Milwaukee Officials to improve fiscal transparency related to the funding of the Milwaukee Parental Choice Program and the various components of the MPS-related tax levy to present as full and transparent a picture as possible.

MILWAUKEE PARENTAL CHOICE PROGRAM FUNDS

The state of Wisconsin's current method of funding the Milwaukee Parental Choice Program (MCPC) attributes the cost of this program to the Milwaukee Public Schools. Property taxpayers in the City of Milwaukee do not currently receive any information informing them of the cost of the MPCP within the documentation provided to them in association with the City of Milwaukee property tax bill.

Given the current lack of transparency, property taxpayers may understandably assume that the levy figure presented as that of Milwaukee Public Schools within the City of Milwaukee's tax bill and the information provided by the City Comptroller's Office is wholly attributable to costs associated with the Milwaukee Public Schools. In addition, property taxpayers may also understandably assume that the increase in the tax levy's figure presented as that of MPS is wholly attributable to costs associated with Milwaukee Public Schools.

Therefore, the Milwaukee Board of School Directors respectfully requests that the City of Milwaukee officials, including the Treasurer and the Comptroller, include - either as part of the existing document, or as an additional, informational document - data disclosing the amount of the tax levy attributable to the Milwaukee Parental Choice Program. (For example, in 2010, \$50.2 million raised by tax levy - 17% of the tax levy attributable to the Milwaukee Public Schools for Fiscal Year 2011- was actually directed to fund the Milwaukee Parental Choice Program pursuant to WI. Stats. Sec 119.23.) In an effort to facilitate this revised tax levy disclosure, we have developed a draft (see enclosure) of how this information could be incorporated into the Comptroller's "Combined Property Tax Report" current format. Should it be determined that an additional handout is necessary, the Board has set aside \$5,000 to cover any additional costs incurred related copying or postage.

District staff also stands ready to work collaboratively with City staff to develop a convenient process by which to provide accurate and timely information related to the voucher tax to City of Milwaukee officials to facilitate and expedite this effort to provide improved fiscal transparency to the taxpayers of the City of Milwaukee.

The Milwaukee Board of School Directors also seeks to pursue, and hereby requests that the Common Council authorize approval for the appropriate City department or officials to request of Wisconsin Department of Revenue (DOR) or other State officials, a waiver under WI Stats. Sec. 74.09 (4m)(3) to include, beginning with the 2012 issuance, the tax levy attributable to the Milwaukee Parental Choice Program to be separately identified on the actual City of Milwaukee property tax bill documents.

FY12 Transparent Tax Levy Information

Should you require further information or documentation, or if staff from Milwaukee Public Schools may be of further assistance in the development of the requested documentation to be distributed to the City of Milwaukee property taxpayers, beginning with the 2011 property tax bill, please contact Superintendent Gregory Thornton or Board Clerk Lynne Sobczak for assistance.

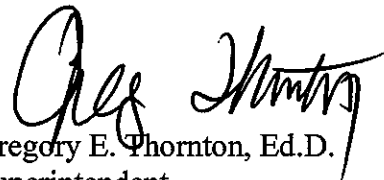
Beginning with the transmittal of the adopted amended FY12 Milwaukee Public Schools Budget Resolutions, the Milwaukee Board of School Directors will include the information regarding the tax levy attributable to the Milwaukee Parental Choice Program with its annual Adopted Amended Milwaukee Public Schools Budget Resolutions certification.

Thank you for your consideration in this matter. We look forward to working together to provide our City taxpayers with as full and transparent tax levy information as possible. I trust we stand united in our efforts, especially given the current economy, to fully inform our Milwaukee property taxpayers where their dollars are spent.

Sincerely,



Michael Bonds, Ph.D.
President,
Milwaukee Board of School Directors



Gregory E. Thornton, Ed.D.
Superintendent,
Milwaukee Public Schools

Enclosure

CC: Mayor Tom Barrett
Willie Hines
Wayne Whittow
Mary Reavey
Milwaukee Board of School Directors

The Components of Your Tax Dollar

Comparative Property Tax Rates Per \$1,000 of Assessed Value

The total tax levy for all units of local government decreased by \$1.7 million, or 0.2%, compared to last year. As shown in the table below, tax levies decreased for the City of Milwaukee, Milwaukee Public Schools, Milwaukee Area Technical College, and the State of Wisconsin. Tax levies increased for the Milwaukee Metropolitan Sewerage District and Milwaukee County.

Due mainly to a decrease in assessed property values, your combined property tax rate increased by \$0.59 compared to last year.

Units of Government	2009 ¹	2010 ²	Change
City of Milwaukee	\$8.89	\$9.12	\$.23
Milwaukee Public Schools ⁴	\$8.94	\$9.04	\$.10
Milwaukee County	\$4.43	\$4.65	\$.21
Milwaukee Area Technical College (MATC)	\$2.06	\$2.02	\$ -.04
Milwaukee Metropolitan Sewerage District (MMSD)	\$1.43	\$1.52	\$.09
State of Wisconsin	\$.18	\$.18	\$.00
Total	\$25.98	\$26.57	\$0.59

(Excludes Lottery & First Dollar Tax Credits)

Tax rates increased for most units of government, including the City of Milwaukee (23 cents), Milwaukee Public Schools (10 cents), Milwaukee County (21 cents), and MMSD (9 cents). The MATC tax rate decreased (4 cents), and the State of Wisconsin rate remained unchanged from 2009.

¹ Funds the 2010 Budget. ² Funds the 2011 Budget.
³ Rates must be used with 2009 assessed value to determine 2009 net taxes as shown on your tax bill.
⁴ School Tax Credit (\$1.72 in 2009 and \$1.81 in 2010) is included in Milwaukee Public Schools rate.

Citywide Tax Levies

Levy by Unit of Government	2009 ¹	2010 ²	Change ³
(\$IN MILLIONS)			
City of Milwaukee	\$246.8	\$246.7	0.0%
Milwaukee Public Schools (MPS) ⁴	\$241.2	\$243.3	0.9%
Milwaukee County	\$124.4	\$126.7	1.9%
Milwaukee Area Technical College (MATC)	\$57.3	\$54.6	-4.7%
Milwaukee Parent Choice Program (MPCP)	\$54.6	\$50.2	-8.0%
Sewerage District (MMSD)	\$39.7	\$41.1	3.4%
State of Wisconsin	\$5.3	\$5.0	-5.6%
Total	\$769.3	\$767.6	-0.2%

¹Funds the 2009 Budget.

²Funds the 2010 Budget.

³Percent change of tax bill may differ due to a change in the assessed value of your property. ⁴Excludes school tax credit.

The Lottery Credit and First Dollar Credit

DRAFT

The Lottery Credit and the First Dollar Credit will further reduce your property tax bill. This year the Lottery Credit is \$93.56 for each qualifying property. The State Constitution limits the Lottery Credit to a homeowner's primary residence. The First Dollar Credit is \$74.20.

Elected City Officials Involved In The City Budget

Common Council Members Willie L. Hines, Jr., President 15th District Aldermen 1. Ashanti Hamilton 2. Joe Davis Sr. 3. Nick Kovacs 4. Robert J. Bauman 5. Jim Boh 6. Michael Cogges 7. Willie G. Wade 8. Robert G. Donovan 9. Robert W. Rennie 10. Michael J. Murphy 11. Joe Duda 12. James N. Wilkowiak 13. Terry L. Witkowski 14. Tony Zielinski	
City Officials Tom Barrett, Mayor W. Martin Mones, CPA, Comptroller	

For Information On

Tax Bill Payment 286-2240
 City Budget 286-3741
 This Report 286-2301

Please contact other units of government for information regarding their budgets.



MILWAUKEE DEMOCRATIC LEGISLATIVE CAUCUS

Members of the Wisconsin State Assembly and the Wisconsin State Senate

September 23, 2011

Members of the Milwaukee Common Council
200 East Wells Street
City Hall, Room 205
Milwaukee, WI 53202

Office of the City Treasurer
200 East Wells Street
City Hall, Room 103
Milwaukee, WI 53202

Office of the Mayor
200 E. Wells Street
City Hall Rm.201
Milwaukee, WI 53202

Office of the City Comptroller
200 E. Wells Street
City Hall, Room 404
Milwaukee, WI 53202

Dear Common Council Members, Mayor Barrett, Treasurer Whittow, and
Comptroller Morics:

As members of the Milwaukee Legislative Caucus, we are writing to request that you adopt and implement the Milwaukee Public School Board's proposal to break out the tax levy associated with the Milwaukee Parental Choice Program (MPCP) from the tax levy for Milwaukee Public Schools (MPS) on all annual tax documents sent to taxpayers.

Inclusion of this information would amount to a simple act of truth in advertising and transparency in government. Milwaukee's taxpayers deserve to know exactly how much of their money is going to fund private and religious schools through the MPCP.

As you know, in 2010, state law compelled MPS to levy over \$50 million in taxes to subsidize the private and religious schools that make up the voucher program, over which MPS has no authority or control. This amounts to 17 percent of the total MPS tax levy going to non-MPS schools.

New legislation at the state level has expanded the voucher program in Milwaukee to allow private schools outside Milwaukee to participate, while removing all enrollment caps on the program. While the original intent of the voucher program was to provide educational alternatives to low-income students

who could not afford private school tuition, the new state laws raise the income limits on participants allowing middle-class families to use the publically funded voucher for private schools. Due to these policy changes in the state's 2011-2013 biennial budgets, the cost of the MPCP will rise significantly and likely exceed the state's official 2012 estimate of \$53.4 million.

In truth, Milwaukee taxpayers are being billed not only for the largest school district in the state, but also for the sixth largest, which is what the MPCP has grown to be with more than 21,000 students.

It is conceivable that over the next few years, if the program were displayed under the "Levy by Unit of Government" section of the tax bill, the levy for the MPCP could exceed that of Milwaukee Area Technical College (MATC) and it already exceeds the Milwaukee Metropolitan Sewerage District (MMSD) by nearly \$10 million.

At a time when our public schools statewide are forced to make do with at least \$800 million less in state aid over the next two years, spending on programs, like the MPCP, which levies public dollars for private schools will likely see a net increase of nearly \$17 million.

Our city's taxpayers deserve to know which programs are being funded with their tax dollars. This is matter of public accountability, transparency and good government. Again, we respectfully request that you break out and display the tax levy associated with the Milwaukee Parental Choice Program separately from the tax levy for Milwaukee Public Schools on all annual tax documents sent to tax payers.

Thank you for your consideration,



Sen. Chris Larson
7th District

Rep. Sandra Pasch
22nd District



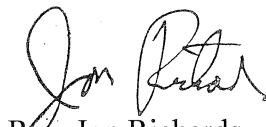
Sen. Tim Carpenter
3rd District



Sen. Lena Taylor
4th District





Sen. Spencer Coggs
10th District



Rep. Jon Richards
19th District



Rep. Christine Sinicki
20th District

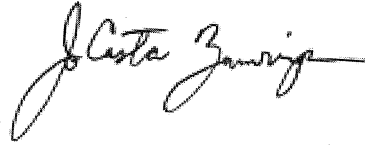


Rep. Tamara Grigsby
18th District

Rep. Barbara Toles
17th District



Rep. David Cullen
13th District



Rep. JoCasta Zamarripa
8th District



Rep. Fred Kessler
12th District



Oct. 4, 2011

Tobie Black, Staff Assistant
Milwaukee Common Council

Transmitted electronically only: tblack@milwaukee.gov
(For delivery to Common Council Finance & Personnel Committee members)

RE: File # 110745: Substitute resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose.

American Civil
Liberties Union
of Wisconsin Foundation
State Headquarters
207 E. Buffalo St.,
Suite 325
Milwaukee, WI 53202-5774
T/ 414-272-4032
F/ 414-272-0182

American Civil
Liberties Union
of Wisconsin Foundation
Madison Area Office
P.O. Box 687
Madison, WI 53701-0687
T/ 608-469-5540

www.ACLU-WI.org

Dear Chair Murphy and Members of the Finance & Personnel Committee:

On behalf of the ACLU of Wisconsin, I am writing in support of File # 110745. This resolution, if adopted, will ensure openness in government by ensuring that Milwaukee property taxpayers receive full information on the property tax levied by the Milwaukee Public Schools for MPS' own use, and on the amount that MPS is required to levy for the sole benefit of private schools over which MPS has no administrative or financial control, some of which are not even located in the City.

The ACLU is a steadfast supporter of transparency and openness in government. We are also a steadfast supporter of public education, especially the Wisconsin Constitution's "fundamental right to an equal opportunity for a sound basic education. An equal opportunity for a sound basic education is one that will equip students for their roles as citizens and enable them to succeed economically and personally." *Vincent v. Voight*, 614 N.W.2d 388, 2000 WI 93, ¶3. "An equal opportunity for a sound basic education acknowledges that students and districts are not fungible and takes into account districts with disproportionate numbers of disabled students, economically disadvantaged students, and students with limited English language skills." *Id.*, at ¶87.

It is the Milwaukee Public Schools that is Constitutionally obligated to comply with this mandate. The lack of transparency as it relates to voucher funding means that most taxpayers are unaware of the amount of their tax levy that is subsidizing the voucher program - more than \$50 million dollars per year. Failing to disclose the amount of funding going to the voucher program also means many taxpayers also wrongly assume that the entire amount of the levy is going to MPS, an erroneous assumption that has at times undermined MPS' efforts to meaningfully and adequately meet the needs of its own students - Milwaukee children.

For these reasons, we urge this Committee, and the entire Council, to support this commonsense measure to provide accurate information to Milwaukee taxpayers.

Sincerely,

Karyn L. Rotker
Senior Staff Attorney



From: Jasmine Alinder [jasmine.alinder@gmail.com]

Sent: Tuesday, October 04, 2011 12:36 PM

To: Black, Tobie

Cc: Kovac, Nik

Subject: Letter for Finance Committee

****Please distribute to members of the Common Council Finance & Personnel Committee for their October 5th meeting****

October 4, 2011

Dear Members of the Common Council Finance & Personnel Committee:

I am writing as a city of Milwaukee property taxpayer and a proud parent of a child in Milwaukee Public Schools asking that you approve Alderman Kovac's **Resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose**. This resolution is also in line with the MPS Board's request to increase transparency in government by asking the City Treasurer and Comptroller to make clear that over \$50 million of Milwaukee's property taxpayer dollars go to the voucher program. Most people don't know that this is the case because the voucher tax is hidden within the MPS tax levy. Last year 17% of what was listed on my tax bill as going to MPS actually went to pay the voucher tax. That's a huge amount of money, just about the same as Milwaukeeans pay to MATC. As a property taxpayer in Milwaukee, it's long past time that this state sponsored shell game is ended and long past due that all Milwaukee taxpayers know where our money is actually going.

As a parent I am also concerned because the way that the voucher tax is hidden within the MPS levy could jeopardize the School Board's power to put the maximum amount of resources into our children's public schools. That will be especially true next year because in the recently passed state budget the state legislature included a clause that allows for an additional \$50 per pupil in funding, but only to those districts that use all of their tax levy authority. It's not clear why they decided to do things that way, but they did, and if the voucher tax increases substantially and gives the appearance that the MPS tax levy is even higher than it actually is, the MPS Board may be pressured not to use all of its authority and MPS could lose out on

more than \$4 million. My daughter lost five valued, caring teachers in her school this year, including her beloved art teacher. We cannot afford to let my child and all of our 80,000 kids in Milwaukee public schools suffer any further cuts. Their futures are at stake.

It makes sense that elected officials, policymakers, parents and taxpayers should all have access to factual, non-biased information, and it makes sense that the information should be clear and readily available. Please support this resolution. It is about two of our city's core values: transparency in city government and the care of our children. These are values that this Common Council should advocate with the passage of this resolution.

Sincerely,

Jasmine Alinder

2825 N Farwell Ave., Milwaukee, WI 53211

From: Lorena Terando [lorenaterando@hotmail.com]

Sent: Tuesday, October 04, 2011 1:44 PM

To: Black, Tobie

Subject: Please distribute to Common Council Finance & Personnel Committee for Oct. 5 meeting

To: Tobie Black, Staff Assistant

tblack@milwaukee.gov

-
Please distribute to members of the Common Council Finance & Personnel Committee for their October 5th meeting

Dear Members of the Common Council Finance & Personnel Committee:

I am writing as a city of Milwaukee property taxpayer and parent of children in Milwaukee Public Schools asking that you approve Alderman Kovacs "Resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose." This resolution is also in line with the MPS Boards request to increase transparency in government by asking the City Treasurer and Comptroller to make clear that over \$50 million of Milwaukee's property taxpayer dollars go to the voucher program, hidden within the MPS tax levy. Last year 17% of what was listed on my tax bill as going to MPS actually went to pay the voucher tax. It is high time that this state sponsored shell game is ended and that all Milwaukee taxpayers know where our money is going.

As a parent I am also concerned because the way that the voucher tax is hidden within the MPS levy could jeopardize the School Boards power to put the maximum amount of resources into our children's public schools. That will be especially true next year because in the recently passed state budget the state legislature included a clause that allows for an additional \$50 per pupil in funding, but only to those districts that use all of their tax levy authority. My daughters do not have art, music or p.e. in their school; we cannot afford to let Milwaukee public schools suffer any further cuts.

Elected officials, policymakers, parents and taxpayers should all have access to factual, non-biased information that is readily available. Please support this resolution. It is about two of our city's core values: transparency in city government and the care of our children.

Please approve the "Resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose."

Thank you for your consideration.

Lorena Terando
3319 S 12th Street
Milwaukee WI 53215

From: Jennifer O'Hear [jenniferohear@gmail.com]

Sent: Tuesday, October 04, 2011 1:58 PM

To: Black, Tobie

Subject: Resolution re tax bills

To: Tobie Black, Staff Assistant,

tblack@milwaukee.gov

****Please distribute to members of the Common Council Finance & Personnel Committee for their October 5th meeting****

October 4, 2011

Dear Members of the Common Council Finance & Personnel Committee:

I am writing as a city of Milwaukee property taxpayer and a proud parent of two children in Milwaukee Public Schools asking that you approve Alderman Kovac's "Resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose."

Taxpayers have the right to know where their money is going. Please make it clear on the tax bills how much is going for voucher schools.

Thank you.

Jennifer O'Hear

2831 N Prospect Ave

Milwaukee, WI 53211

From: kim Malacara [kmalacara@yahoo.com]

Sent: Tuesday, October 04, 2011 4:21 PM

To: Black, Tobie

Subject: transparency

Dear Members of the Common Council Finance & Personnel Committee:

I am writing as a city of Milwaukee property taxpayer, a proud parent of a child in Milwaukee Public Schools, and a proud teacher in Milwaukee Public Schools asking that you approve Alderman Kovac's **"Resolution relating to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose."** This resolution is also in line with the MPS Board's request to increase transparency in government by asking the City Treasurer and Comptroller to make clear that over \$50 million of Milwaukee's property taxpayer dollars go to the voucher program. Most people don't know that this is the case because the voucher tax is hidden within the MPS tax levy. Last year 17% of what was listed on my tax bill as going to MPS actually went to pay the voucher tax. That's a huge amount of money, just about the same as Milwaukeeans pay to MATC. As a property taxpayer in Milwaukee, it's long past time that this state sponsored shell game is ended and long past due that all Milwaukee taxpayers know where our money is actually going. As a parent and an MPS teacher, I am also concerned because the way that the voucher tax is hidden within the MPS levy could jeopardize the School Board's power to put the maximum amount of resources into our children's public schools. That will be especially true next year because in the recently passed state budget the state legislature included a clause that allows for an additional \$50 per pupil in funding, but only to those districts that use all of their tax levy authority. It's not clear why they

decided to do things that way, but they did, and if the voucher tax increases substantially and gives the appearance that the MPS tax levy is even higher than it actually is, the MPS Board may be pressured not to use all of its authority and MPS could lose out on more than \$4 million. We cannot afford to let my child and all of our 80,000 kids in Milwaukee public schools suffer any further cuts. Their futures are at stake.

In addition, there is not as much regulation over voucher schools. So, in the end, they do not face the same legislation from DPI or regulation from any concerned party to oversee these schools. I, as a taxpayer, should expect the same expectations from all schools within the city, especially if they are receiving my money through taxes. Many of these schools do not service at-risk students or special needs students. They take the money received after third Friday, and then eventually send "hard-to-deal-with" students back to the public system. This is simply not fair or transparent.

It is common sense that elected officials, policymakers, parents and taxpayers should all have access to factual, non-biased information, and that information should be clear and readily available. Please support this resolution. It is about two of our city's core values: transparency in city government and the care of our children. These are values that this Common Council should advocate with the passage of this resolution.

Sincerely,

Kim Malacara
MPS Parent

MPS Teacher
Milwaukee Taxpayer
2841 S. Logan Avenue
Milwaukee, WI 53207
kmalacara@yahoo.com

Black, Tobie

From: Jennifer Mandel [cjmandel@yahoo.com]

Sent: Tuesday, October 04, 2011 8:29 PM

To: Black, Tobie

Subject: Alderman Kovac's "Resolution to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose."

To: Tobie Black, Staff Assistant,

Please distribute to members of the Common Council Finance & Personnel Committee for their October 5th meeting

October 4, 2011

Dear Members of the Common Council Finance & Personnel Committee:

I am writing as a city of Milwaukee resident and proud parent of three students attending Milwaukee Public Schools (MPS). I am asking that you approve Alderman Kovac's "Resolution to the information to be included with the tax bills provided to City property owners and appropriating funds for this purpose." Given the political climate surrounding education in the state of Wisconsin, taxpayers and parents need full transparency of the matters pertaining to our school. Historically, the Milwaukee Parental Choice Program (MPCP) has negatively impacted the students in Milwaukee Public Schools. The funding flaw violates the school funding formula written for all schools in Wisconsin, yet MPS students don't have the formula applied to them fairly. I realize this resolution will not fix the funding formula, however, the resolution begins to illuminate the spending the MPCP costs taxpayers. Given all of the public comments about MPS spending, it's clear that most people don't realize that what they see on their property tax bill for money going to MPS, in fact, includes all of the MPCP schools. While taxpayers are not allowed any access to data (test scores, graduation rates, truancy rates, promotion rates) for the MPCP schools, we should at least let every tax payer know that some of the money going to "MPS" is actually going to the voucher schools. Transparency is critical for people to be informed about their taxes and spending in their city.

As a parent in MPS, I worry about what cuts have come this year and what is to come next year.

Every year, the general public believes that MPS keeps raising our property taxes, when in fact, our taxes may raise as a result of the MPCP and the recent legislation allowing for an additional \$50 per student for those districts that use all of their tax levy authority. Taxpayers in Milwaukee continue to think that MPS is the sole district using the tax base for school. Until taxpayers have more transparency of their school spending, MPS student will continue to suffer the consequences with less resources each year. We deserve to have our tax spending detailed fashion that is transparent and clear. The city's children need to have decisions made about their education done in a manner that is informed with all information needed. Please approve Alderman Kovac's Resolution.

Jennifer Mandel
2932 West State St.
Milwaukee, WI 53208

10/5/2011

Black, Tobie

From: Phyllis M Talarczyk [talarcz2@uwm.edu]
Sent: Tuesday, October 04, 2011 8:46 PM
To: Black, Tobie
Cc: Mayor Tom Barrett; Kovac, Nik
Subject: Milwaukee resolution for tax transparency!

Dear members of the Common Council Finance and Personnel Committee:
Good morning.

I am the parent of two Milwaukee Public School children.

The other day we went to open house and all anyone could talk about was the budget and what we will have to do without. SHAME on WI! Shame on Milwaukee and Shame on you! We should find every way to invest in our future, our kids. I love Milwaukee and we love Hartford University school but I love my kids the most and if things keep going down this distorted path, I will need to reconsider where I live and who I support. I hate the idea of charter schools they don't fit in to the system that works and I see too much abuse and wrong doing in the name of misplaced ideas. If you don't stop the program the very least you can do is have them be honest and up front with their budgets.

My family is worried and devastated with the outlook for our future, and the future of the other 80,000 kids in Milwaukee Public Schools.

As a Milwaukee resident and taxpayer, I am not a high-powered lobbyist. I don't have funding from out-of-state ideologues who want to destroy public education. I don't have a direct line to the members of the Common Council. (We all should!) I don't have think-tanks and consortiums of business leaders to interview kids, make biased movies, and cherry-pick facts and testing data to make my kids' schools look more successful than they are.

Twisting the numbers to show false education. It is time to shine a bit of light on one MPS's dark secrets. To work together we need to work in the light of truth and not hide in the shadows so some may profit on funding that belongs in true educators hands.

Good news I have you: the Common Council, the City Treasurer, Comptroller and the Mayor. As my elected representatives, I strongly urge you to adopt Milwaukee Public Schools' resolution for tax transparency on property-tax bills.

I want the fifty million dollars of the MPS property-tax levy that supported the Milwaukee "Parental Choice" Program to be listed separately from the MPS property-tax levy in all future bills. I am a taxpayer and I choose to be a consumer of your public schools, even though state funding cuts and attacks on teachers are devastating these schools.

I see no reason why anyone on either side of this issue should be afraid of more transparency in taxation. If your citizens are expected to pay upwards of fifty million dollars for private schools, we should be told that directly on our tax bills. It should not be hidden within the cost of Milwaukee Public Schools. Truth in taxation is nothing to be afraid of.

I truly love my children's traditional Milwaukee Public Schools. I chose MPS, and your city, because it offered my children the chance to learn more as early as 4K. The MPCP erodes substantial funding from MPS and has powerful advocates who will manipulate the facts of the program's performance and hide the program's cost behind the MPS levy.

I am your constituent, I pay your salary. I am asking you for something simple and honest and painless: Break out and display the tax levy for the MPCP - a figure greater than the levy for MMSD and equivalent to the sixth-largest school district in the state - separate from the MPS levy on all annual tax documents sent to Milwaukee taxpayers. I know the system is flawed and it will take time to repair and reinvent a better system, let's start here and get going down the right path to set Milwaukee and MPS on a course for improved education for all.

I look forward to your response.

Sincerely,
Phyllis Talarczyk
2220 E. Linnwood Ave
Milwaukee, WI 53211

cc:

Black, Tobie

From: hlcarter@wi.rr.com
Sent: Tuesday, October 04, 2011 8:56 PM
To: Black, Tobie
Subject: In support of tax transparency

Dear Common Council Finance and Personnel Committee:

I am writing as a city of Milwaukee property taxpayer and a proud parent of a child in a Milwaukee Public School asking that you approve Alderman Kovac's "resolution relating to the information to be included with the tax bills's provided to City property owners and appropriating funds for this purpose." This resolution is what the MPS Board is requesting in that transparency exist in government by asking the City Treasurer and Comptroller to make clear that over \$50 million of Milwaukee's property tax dollars go to the voucher program. Many people are not aware that this is the case because it is not transparent or clear that the voucher tax is hidden within the MPS tax levy. Last year a significant amount of my tax bill went to pay the voucher tax instead of MPS as it was listing. This is misleading. I support MPS, and I want to know how much of my tax dollars support MPS in language I can understand. I want to know clearly where my money is going.

As a parent, I am concerned because the way the voucher tax is hidden within the MPS levy could jeopardize the School Board's power to put the maximum amount of resources into our child's public school. This concerns me because in the new state budget, the state legislature included a clause that allows for an additional \$50 per pupil in funding for those districts that use all of their tax levy authority. This may make MPS lose more money which hurts public school children like mine. We can not allow our public schools to lose more teachers and more resources which will further hurt them.

I should have clear, factual, nonbiased information that is understandable and available when I look at my tax bill. Please support this resolution. We need transparency in our city government and quality public schools.

Sincerely,

Henry and Olivia Carter
4621 N. 87th Street
Milwaukee, WI 53225

Black, Tobie

From: Jean GAtz [jeanmgatz@yahoo.com]

Sent: Tuesday, October 04, 2011 9:29 PM

To: Black, Tobie

Subject: tax bills need to be transperant

please make the tax bills transperent so that it is clear that my tax dollars are not just going to MPS but also a huge percentage going to voucher schools in and outside the city. We have a right to know where our money is going and how it is being spent.

Thank you, jean Gatz

10/5/2011

Black, Tobie

From: Suzanne Giaimo [sum.giaimo@sbcglobal.net]

Sent: Tuesday, October 04, 2011 10:10 PM

To: Black, Tobie

Cc: Mayor Tom Barrett

Subject: tax transparency and MISuse of Milwaukee tax dollars

Please be sure to open everyone's eyes to this use of Milwaukee taxpayers' money and let everyone know just where their money is going, and who/what it is going to support.


I want you to be sure that you know that I am in favor of tax transparency, because if our tax dollars are going to support a growing network of private schools, we need as much information as possible. Our tax dollars are going to schools that are even outside the borders of the city of Milwaukee! This has to stop!

My name is Suzanne Giaimo and my husband is Lawrence Sumner. We live at 10402 W Goodrich Avenue in Milwaukee and want it known that we want our voices heard in this matter. As Milwaukee taxpayers we feel that all taxpayers should be aware of the fact that voucher schools are hiding under the guise of Milwaukee public schools so as to avoid accountability and costs to operate.

Please share this email with all of the members of the Common Council in your meeting tomorrow, Wednesday, October 5, 2011.

S. Giaimo

L. Sumner

Never dig a hole bigger than you are unless you plan to be buried in it! 
(Sage wisdom of L.H., May 7, 2010)

and.....**"Until one has loved an animal,
part of their soul remains unawakened."**

'Life isn't about *how to survive the storm, but how to dance in the rain*

We are getting older but only one day at a time

Black, Tobie

From: Patty Craig [pcfolk@yahoo.com]
Sent: Wednesday, October 05, 2011 12:09 AM
To: Black, Tobie

Subject: for the Oct 5, 9 am Common Council Finance meeting

To: Tobie Black, Staff Assistant,

Please distribute to members of the Common Council Finance and Personnel Committee for their October 5th meeting

October 4, 2011

Dear Members of the Common Council Finance and Personnel Committee:

I am a taxpayer, property owner and business owner. My daughter attends an outstanding MPS school. I have lived in the city of Milwaukee for over 30 years.

I was quite surprised to find out that 17% of the money sent to MPS (50 million dollars!) goes to private choice schools that MPS has no control or authority over. I had no idea it was that much.

I was also recently shocked to find out that some of my tax dollars are going to schools in Cedarburg, Fox Point, Columbus, New London, and other communities outside of Milwaukee.

It seems, with the current legislation, that these percentages are only going to increase.

In the interest of open, transparent government and being truthful to the taxpayers, I would like to respectfully request that the tax bill sent to taxpayers separately list the money going to MPS and the money going to Milwaukee Parental Choice Program.

Sincerely,

Patricia Stevenson
1820 N. 52
Milwaukee, WI 53208

10/5/2011

Black, Tobie

From: Liza Barry-Kessler [lizabarrykessler@gmail.com]
Sent: Wednesday, October 05, 2011 6:32 AM
To: Black, Tobie
Subject: Please Support Voucher School Tax Transparency

Dear Ms. Black,

Please distribute this to members of the Common Council's Finance and Personnel Committee for their meeting this morning, October 5, 2011. Thank you for your assistance.

Dear members of the Common Council Finance and Personnel Committee:

My name is Liza Barry-Kessler. I am the parent of two Milwaukee Public School children, as well as a proud MPS alumna (Lloyd Street School, Eighth Street School, and Rufus King High School).

I love my kids' schools, and I am devastated with worry over their future, and the future of the other 80,000 kids in Milwaukee Public Schools.

As a Milwaukee resident and taxpayer, I am not a high-powered lobbyist. I don't have funding from out-of-state ideologues who want to destroy public education. I don't have a direct line to the members of the Common Council. I don't have think-tanks and consortiums of business leaders to interview kids, make biased movies, and cherry-pick facts and testing data to make my kids' schools look more successful than they are.

But I have you: the Common Council, the City Treasurer, Comptroller and the Mayor. As my elected representatives, I strongly urge you to adopt Milwaukee Public Schools' resolution for tax transparency on property-tax bills.

I want the fifty million dollars of the MPS property-tax levy that pays for the Milwaukee "Parental Choice" Program to be listed separately from the MPS property-tax levy in all future bills. I am a taxpayer and I choose to be a consumer of our public schools, even though state funding cuts and attacks on teachers are devastating these schools.

I see no reason why anyone on either side of this issue should be afraid of more transparency in taxation. If our citizens are expected to pay upwards of fifty million dollars for private schools, we should be told that directly on our tax bills. It shouldn't be hidden within the cost of Milwaukee Public Schools. Truth in taxation is nothing to be afraid of.

I chose MPS, and our city, because of the diverse public education possibilities we offer -- language immersion, arts programs, rigorous college prep programs, and for those who need something slightly different, charter schools within the MPS system. The choice program erodes substantial funding from MPS and has powerful advocates who will manipulate the facts of the program's performance and hide the program's cost behind the MPS levy.

I am asking you for something simple and honest and painless: Break out and display the tax levy for the MPCP -- a figure greater than the levy for MMSD and equivalent to the sixth-largest school district in the state -- separate from the MPS levy on all annual tax documents sent to Milwaukee taxpayers.

10/5/2011

I look forward to your response.

Thank you,

Liza Barry-Kessler
2857 N 77th St
Milwaukee, WI 53222

10/5/2011

Dear Members of the Common Council Finance and Personnel Committee:

Good morning.

I am the parent of three Milwaukee Public School children.

The other day my seven-year-old son came home with this report of his school year, second grade, thus far: "My school is boring now. All the good stuff is gone. We don't have gym, we never go to the library and Miss Sue [art teacher] is gone."

Seriously, this is exactly what he said to me. The exercise of writing it down a piece of paper was the only thing that kept me from getting too emotional. I love my kids' schools, and I am devastated with worry over their future, and the future of the other 80,000 kids in Milwaukee Public Schools.

As a Milwaukee resident and taxpayer, I am not a high-powered lobbyist. I don't have funding from out-of-state ideologues who want to destroy public education. I don't have a direct line to the members of the Common Council. I don't have think-tanks and consortiums of business leaders to interview kids, make biased movies, and cherry-pick facts and testing data to make my kids' schools look more successful than they are.

But I have you: the Common Council, the City Treasurer, Comptroller and the Mayor. As my elected representatives, I strongly urge you to adopt Milwaukee Public Schools' resolution for tax transparency on property-tax bills.

I want the fifty million dollars of the MPS property-tax levy that supported the Milwaukee "Parental Choice" Program to be listed separately from the MPS property-tax levy in all future bills. I am a taxpayer and I choose to be a consumer of your public schools, even though state funding cuts and attacks on teachers are devastating these schools.

I see no reason why anyone on either side of this issue should be afraid of more transparency in taxation. If your citizens are expected to pay upwards of fifty million dollars for private schools, we should be told that directly on our tax bills. It shouldn't be hidden within the cost of Milwaukee Public Schools. Truth in taxation is nothing to be afraid of.

I truly love my children's traditional Milwaukee Public Schools. I chose MPS, and your city, because it offered my children the chance to learn a foreign language as early as 4K. The MPCP erodes substantial funding from MPS and has powerful advocates who will manipulate the facts of the program's performance and hide the program's cost behind the MPS levy.

I am your constituent, I pay your salary. I am asking you for something simple and honest and painless: Break out and display the tax levy for the MPCP – a figure greater

than the levy for MMSD and equivalent to the sixth-largest school district in the state – separate from the MPS levy on all annual tax documents sent to Milwaukee taxpayers.

I look forward to your response.

Yours truly,

Angela McManaman
2472 S. Graham St.
Milwaukee, WI 53207
414-793-4815
angelamcmanaman@gmail.com

PW FILE NUMBER: 110745

[illegible]



Legislation Details (With Text)

File #:	110518	Version:	1
Type:	Resolution	Status:	In Committee
File created:	9/1/2011	In control:	FINANCE & PERSONNEL COMMITTEE
On agenda:	Final action:		
Effective date:			
Title:	Substitute resolution to ratify and confirm the final agreement between the City of Milwaukee and Milwaukee Police Supervisors' Organization.		
Sponsors:			
Indexes:	AGREEMENTS, LABOR CONTRACTS, POLICE DEPARTMENT		
Attachments:	Cover Letter, Agreement, Summary of Wage and Fringe Benefit Modifications, MPSO Ratification Letter, DER Letter to Fire and Police Commission, DER Letter to Milwaukee Police Supervisors' Organization, Letter Requesting Ordinance Changes, Comptroller Letter, Substitute Fiscal Impact Statement, Substitute Fiscal Impact Statement, Fiscal Impact Statement, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/7/2011	1	CITY CLERK	DRAFT SUBMITTED		
9/13/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/15/2011	1	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110518
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title

Substitute resolution to ratify and confirm the final agreement between the City of Milwaukee and Milwaukee Police Supervisors' Organization.

Analysis

The purpose of this resolution is to confer common council approval, ratification and confirmation on the memorandum of understanding between the City of Milwaukee negotiating team and Milwaukee Police Supervisors' Organization covering wages, hours and conditions of employment for the time periods commencing January 1, 2010, through December 31, 2012.

Body

Whereas, The total agreement between the city negotiating team and Milwaukee Police Supervisors' Organization, for the time period commencing January 1, 2010, through December 31, 2012 has

been reduced to writing; and

Whereas, The memorandum of understanding embodying the agreement reached by the parties, copies of which are attached to Common Council File No. 110518 and incorporated herein as though fully set forth at length, was executed subject to ratification by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the agreement between the city negotiating team and Milwaukee Police Supervisors' Organization be approved; and be it

Further Resolved, That the city negotiating team is hereby authorized and directed to reduce the agreement to a formal contract between the union and the city; and be it

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contract between the City of Milwaukee and Milwaukee Police Supervisors' Organization which reflect the terms of the agreement; and be it

Further Resolved, That the proper city officials are hereby authorized and directed to take the necessary action or to make the necessary recommendations to the common council or the appropriate committees or boards to implement the terms of this agreement; and be it

Further Resolved, That such sums as are necessary for the implementation of the aforementioned labor contract in accordance with the terms and conditions be obtained for and charged to the appropriate departmental budget accounts in accordance with the customary reporting and accounting requirements.

Requestor

Department of Employee Relations

Drafter

NMF:

110518 res

labr/MPSO/2010-2011/Implementation



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 7, 2011

To The Honorable
The Committee on Finance
and Personnel
Common Council
City of Milwaukee

RE: File No. 110518

Dear Committee Members:

The attached Memorandum of Understanding between the City Negotiating Team and the Milwaukee Police Supervisors' Organization is the result of a voluntary agreement. The Memorandum of Understanding covers wages, hours and conditions of employment for the period commencing January 1, 2010, through December 31, 2012.

Copies of the Memorandum of Understanding, a resolution approving it, a summary of its provisions, a ratification letter, and a fiscal note are attached.

In view of the foregoing, it is recommended that this resolution be approved.

Sincerely,

Troy M. Hamblin
Labor Negotiator

Attachments

C: Maria Monteagudo
Edward Flynn
Thomas Klusman

TMH:NMF
110518 F&P ltr
labr/mpso/2010-2011/Implementation

AGREEMENT
Between
CITY OF MILWAUKEE
and
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
EFFECTIVE JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

PREAMBLE

1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the MILWAUKEE POLICE SUPERVISORS' ORGANIZATION, hereinafter referred to as "MPSO," as the representative of certain supervisory employees of the City of Milwaukee in the Police Department.
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority that is delegated to the City Common Council relating to: The Chief of Police and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes); The Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes); and any other statutes and laws applicable to the City. The Fire and Police Commission and the Chief of Police will abide by the terms of this Agreement.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is

now expressly provided for respectively either by: state statute and charter ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2010, and ending at 12:01 a.m. on January 1, 2013. This Agreement will terminate on January 1, 2010, unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2012 the MPSO shall give the City written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours, or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the WAIVER OF FURTHER BARGAINING Article of this Agreement.

ARTICLE 2

RECOGNITION

1. The MPSO is recognized as the exclusive bargaining agent for employees in active service and in the following classifications:

Police Sergeant
Administrative Lieutenant of Police (Health and Safety)
Administrative Lieutenant of Police
Lieutenant of Police
Lieutenant of Detectives
Captain of Police
Deputy Inspector of Police
Police Identification Supervisor
Communications Systems Manager

If an employee in active service and occupying one of the classifications listed above is placed on an authorized leave of absence without pay, the MPSO shall also be recognized as the exclusive bargaining agent for that individual during the period of such leave.

While on such leave, the individual shall not be covered by this Agreement and shall not be entitled to any of its benefits except as specifically provided herein.

2. The MPSO recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
3. In the event a consolidation occurs in any City department, between City departments, or units thereof whose employees in part or in whole are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit; then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative as determined by the WERC pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
4. In the event new positions not now covered by the recognition provisions of this

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

5. It is understood that the bargaining unit set forth above is subject to determination by the WERC under the Wisconsin Statutes.

ARTICLE 3

ORDINANCE AND RESOLUTION REFERENCES

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

ARTICLE 4

SUBORDINATE TO LEGISLATIVE AUTHORITY

1. In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Chief of Police and Fire and Police Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the Chief of Police and the Fire and Police Commission as they are provided for in Section 62.50 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes); then this Agreement shall be subordinate to such authority.
2. Nothing herein shall affect the rights of either party to challenge any state law or City ordinance that affects any part of this Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

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

Police Commission and the Chief of Police shall retain all rights and authority to which by law they are entitled.

- h. The City shall have exclusive authority to transfer any or all of the operations of the Milwaukee Police Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the MPSO.
- i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments.
- j. The City shall have the authority, without prior negotiations, to consolidate operations within the Department or to reorganize within the Department.
- k. The right of contracting or subcontracting is vested in the City.

ARTICLE 6

PROHIBITION OF STRIKES AND LOCKOUTS

1. The MPSO pledges itself to make every effort to maintain unimpaired the police service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department. Engaging in any of this Activity shall be prohibited during the term of this Agreement and employees violating this prohibition shall be subject to such penalties the City deems appropriate.
2. During the term of this Agreement or any extension thereof, whenever the City Labor Negotiator determines that the MPSO or any of its members are violating the obligations set forth in subsection 1 of this Article, above, the City Labor Negotiator shall notify the MPSO that a prohibited action is in progress.
3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, in accordance with subsection 2 of this Article, above, the MPSO shall in an expeditious manner, but no later than within twelve (12) hours of such notification, disavow the prohibited activity, order its member or members to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity. If the MPSO does not disavow the prohibited activity, the City will not make any payments to the MPSO that are required under the AGENCY SHOP provision of this Agreement for the biweekly pay period in which the prohibited activity occurs.
4. If the MPSO disavows the prohibited activity, the City shall not hold the MPSO financially responsible and the MPSO shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants.
5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).

6. There shall be no lockout by the City during the term of this Agreement.

ARTICLE 7

CONTRACT ENFORCEMENT PROCEDURE

1. ELIGIBILITY

Employees in active service shall be covered by the Contract Enforcement Procedure hereinafter provided so long as they remain in active service and covered by this Agreement.

2. GRIEVANCES

- a. The provisions of this subsection shall only cover employees in the following position classifications and only for so long as they remain within such position classifications:

Captain of Police
Deputy Inspector of Police

Only differences involving the interpretation, application or enforcement of the economic provisions of this Agreement shall constitute a grievance hereunder; provided, however, that the following matters are specifically excluded from this Contract Enforcement Procedure as it is applicable to the employee classifications enumerated above:

- (1) Any matter of Departmental discipline.
- (2) Application, interpretation and enforcement of Departmental rules and regulations.

- b. The provisions of this subsection shall only cover employees in the following position classifications and only for so long as they remain within such position classifications:

Lieutenant of Detectives
Lieutenant of Police
Administrative Lieutenant of Police (Health and Safety)
Administrative Lieutenant of Police
Police Sergeant
Police Identification Supervisor
Communications Systems Manager

Only differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Chief of Police affecting wages, hours, or conditions of employment shall constitute a grievance under the provisions set forth herein. Matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are not subject to appeal to the Board of Fire and Police Commissioners, shall constitute a grievance under the aforementioned provisions and matters of departmental discipline involving application of the rules or regulations of the Chief of Police which are subject to appeal to the Board of Fire and Police Commissioners shall not constitute a grievance under the aforementioned provisions. Grievances over discipline shall be initiated at step 2 of the Contract Enforcement Procedure and be reviewed by the Chief of Police.

- c. The provisions of this subsection shall cover all employee classifications:
 - (1) Except as provided in (2), below, each employee grievance filed hereunder shall be filed separately; there shall be no group grievances.
 - (2) In the event the Chief or Department takes a particular action which, in the Union's view, results in a violation of the agreement and such action adversely affects a number of members under circumstances that are essentially identical, the MPSO grievance committee may file a group grievance on their behalf at the second step, within 20 calendar days of the occurrence of the incident leading to such grievance. The group grievance shall identify by name, all members alleged to have been adversely affected by such action. If the MPSO grievance committee is unable to identify all members of the group, by name, within the time limit allowed for the filing of grievances, it shall specify those facts which cause the adversely affected members to be identically situated in its view. Before responding to the grievance, the Department shall provide the Union with information or

access to information reasonably necessary for the Union to identify the members covered by the group grievance. The Union must identify all members covered by the group grievance before appealing it to arbitration. Alleged violations occurring after the occurrence of the incident giving rise to the group grievance shall not be considered to be covered by the group grievance, even if the facts are alleged to be essentially identical. In such a case, separate grievances or group grievances must be timely filed in order to be considered. Nothing herein is intended to preclude the parties from agreeing to consolidate grievances and group grievances for purposes of arbitration.

(3) In addition to the limitations provided for in subsection 2.a. and 2.b., the following matters are specifically excluded from this Contract Enforcement Procedure:

- (a) Interpretation and enforcement of Departmental rules and regulations;
- (b) Any matter reserved to the Chief of Police or Board of Fire and Police Commissioners by State Statute or Charter Ordinances;
- (c) Any matter appealable to the Board of Fire and Police Commissioners;
- (d) Any matter involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents;
- (e) Obligations of the City under Chapter 65, Wis. Stats;
- (f) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including pension benefits provided by such systems and their administration.

d. Steps 1. and 2. of this Contract Enforcement Procedure shall be inapplicable to

grievances involving health and life insurance benefits. A grievance concerning health insurance or life insurance benefits, other than a matter involving claims, shall be submitted directly to the City Labor Negotiator for review within twenty (20) calendar days of the occurrence of the incident leading to such grievance.

Within twenty (20) calendar days following receipt of such grievance by the City Labor Negotiator, representatives of the MPSO shall meet with the City Labor Negotiator, or his/her designee, at a mutually convenient time and place in an attempt to resolve the grievance. Following such meeting, the City Labor Negotiator shall answer the grievance in writing setting forth the reasons for his/her decision and submit same to the MPSO grievance representative within twenty-five (25) calendar days of such meeting. If the grievance is not settled, the MPSO may proceed to final and binding arbitration as hereinafter provided.

- e. The Articles of this Agreement entitled: MANAGEMENT RIGHTS and SUBORDINATE TO LEGISLATIVE AUTHORITY, are intended to recognize the rights of the City, the Chief of Police and Fire and Police Commission and their responsibilities to the public. These Articles do not grant to the MPSO or its members any rights that may provide the basis for a grievance under the provisions of the CONTRACT ENFORCEMENT PROCEDURE.

3. GRIEVANCE FORMS

All grievances and grievance appeals shall be submitted on a form provided by the City and shall set forth the specific provisions of this Agreement under which the grievance was filed. On this form, the MPSO shall also provide the grievant's name, payroll number, District/Bureau/Shift assignment and the date, time, location and description of the incident(s) which gave rise to the grievance.

4. GRIEVANCE TIME LIMITS

All appeals of duly filed grievances not submitted by the MPSO or employee (hereinafter referred to as "member"), within the time limit specified, shall be termed abandoned

grievances and as such shall be considered as being resolved in favor of the City and not subject to provisions of this CONTRACT ENFORCEMENT PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this CONTRACT ENFORCEMENT PROCEDURE.

5. STEPS IN THE CONTRACT ENFORCEMENT PROCEDURE

Step 1.

The grievant shall reduce his/her grievance to writing on a provided form and present it to the MPSO Grievance Representative or his/her designee. The MPSO Grievance Representative or his/her designee shall meet with the grievant and if the grievant so desires and the MPSO Grievance Representative or his/her designee so determines, the MPSO Grievance Representative or his/her designee shall, within twenty (20) consecutive calendar days of the occurrence of the incident leading to the grievance, submit the written grievance to the Personnel/Administration Bureau, and therein a request shall be made for a meeting with a panel of not more than three persons designated by the Chief. If the grievance is submitted within the prescribed time, the panel, the grievant and the MPSO Representative shall meet at a mutually agreeable time. The grievant shall be entitled to be present and shall have the right to be represented by the MPSO representative and the parties shall discuss the grievance in good faith and attempt to resolve the matter. Within forty-five (45) days after the meeting, the panel shall advise in writing the grievant and the MPSO Representative of the panel's determination with respect to the grievance, setting forth the reasons for the panel's decision.

Step 2.

If the grievance is not resolved in Step 1., above, the MPSO Grievance Representative or his/her designee may, within fifteen (15) days of receipt of the answer from the Chief's panel, appeal the grievance to the Chief. Failure to appeal said answer within this prescribed period of time shall constitute a settlement of the grievance. Such appeal shall be in writing and therein a request should be made for a meeting between the Chief of

Police, the grievant and the MPSO Grievance Representative or his/her designee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the answer and decision in regard thereto in good faith in an attempt to resolve the grievance. Within forty-five (45) days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the Chief shall, in writing, advise the MPSO Grievance Representative and the grievant as to the Chief's decision with respect to the grievance. If an MPSO grievance is not settled at the second step, the MPSO may proceed to final and binding arbitration as hereinafter provided.

6. GRIEVANCE ARBITRATION

- a. Final and binding arbitration may be initiated by serving upon the Chief of Police and City Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration within 30 days of receipt of the second step answer. Said notice shall identify the grievance and the employees involved.
- b. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- c. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Chief of Police, the Chief of Police or his representative shall be permitted to participate in the proceeding and to state the Chief of Police's position on the dispute.

- d. The arbitrator shall neither add to, detract from nor modify the language of the Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- e. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- f. In reviewing any difference over application of a Departmental rule or regulation under this Contract Enforcement Procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Chief of Police under Section 62.50, Wis. Stats. The arbitrator shall not impair the ability of the Chief of Police to operate the Department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, 1977, nor shall he/she impair the authority of the Chief of Police to maintain, establish and modify rules and regulations for the operation of the Police Department. In addition, the arbitrator shall not prohibit the Chief of Police from executing Departmental rules and regulations in a fair and equitable manner.
- g. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- h. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of

Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.

- i. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- j. The arbitrator shall submit in writing his/her award to the parties.

7. GRIEVANCE/ARBITRATION PROCESSING TIME

Time spent by employees processing grievances under this CONTRACT ENFORCEMENT PROCEDURE shall be without pay.

ARTICLE 8

DEFINITIONS

1. "Active Service"

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

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while employed as a member of the Police Department prior to the execution date of this Agreement.

3. "Employees Covered By This Agreement"

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

Police Sergeant
Administrative Lieutenant of Police (Health and Safety)
Administrative Lieutenant of Police
Lieutenant of Police
Lieutenant of Detectives
Captain of Police
Deputy Inspector of Police
Police Identification Supervisor
Communications Systems Manager

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

5. "City" as used herein, shall include any person, agent or instrumentality acting on behalf of the City in respect to the Milwaukee Police Department, or this Agreement, pursuant to

law, within the scope of its authority, express or implied.

ARTICLE 9

BASE SALARY

1. A 0% across-the-board increase effective Pay Period 1, 2010.
After adding \$102.31 to the 2010 biweekly rates of pay for Police Sergeants, and \$55.77 to the 2010 biweekly rates of pay for all other employees, a 0% across-the-board increase effective Pay Period 1, 2011.
Effective Pay Period 1, 2012, Educational Pay Payments shall be added to base biweekly salary for those eligible.
Effective Pay Period 1, 2012 a 3.5% across-the-board increase for Police Sergeants and a 2.0% across-the-board increase for all other employees.
Effective Pay Period 14, 2012 a 1.25% across-the-board increase for Police Sergeants and a 1.0% across-the-board increase for all other employees.

Commencing Pay Period 1, 2010(December 27,2009), the biweekly base salary paid to employees shall be as follows:

- a. Police Sergeant^{1/}
 - Step 1. \$2,245.88
 - Step 2. 2,334.36
 - Step 3. 2,426.43
 - Step 4. 2,522.15
 - Step 5. 2,621.67
 - Step 6. 2,725.25
- b. Police Identification Supervisor
 - Step 1. \$2,522.15
 - Step 2. 2,621.67
 - Step 3. 2,725.25
 - Step 4. 2,832.89
 - Step 5. 2,944.88
 - Step 6. 3,061.18
- c. Communications Maintenance Manager (effective Pay Period 2, 2007, this position is reclassified to Communications Systems Manager in Pay Range 839)
Lieutenant of Detectives^{1/}
Lieutenant of Police^{1/}
Administrative Lieutenant of Police^{1/}
Administrative Lieutenant of Police (Health & Safety)^{1/}
 - Step 1. \$2,621.67
 - Step 2. 2,725.25
 - Step 3. 2,832.89
 - Step 4. 2,944.88
 - Step 5. 3,061.18
 - Step 6. 3,182.30
- d. Captain of Police^{1/}
Communications Systems Manager

Step 1. \$2,944.88
 Step 2. 3,061.18
 Step 3. 3,182.30
 Step 4. 3,308.21
 Step 5. 3,439.23
 Step 6. 3,575.41

e. Deputy Inspector of Police^{1/}

Step 1 \$3,308.21
 Step 2. 3,439.23
 Step 3. 3,575.41
 Step 4. 3,717.09
 Step 5. 3,864.42
 Step 6. 4,017.63

^{1/} Recruitment to be at fourth step.

2. Commencing Pay Period 1, 2011(December 26, 2010), the biweekly base salary paid to employees shall be as follows:

a. Police Sergeant^{1/}

Step 1. \$2,348.19
 Step 2. 2,436.67
 Step 3. 2,528.74
 Step 4. 2,624.46
 Step 5. 2,723.98
 Step 6. 2,827.56

b. Police Identification Supervisor

Step 1. \$2,577.92
 Step 2. 2,677.44
 Step 3. 2,781.02
 Step 4. 2,888.66
 Step 5. 3,000.65
 Step 6. 3,116.95

c. Lieutenant of Detectives^{1/}

Lieutenant of Police^{1/}

Administrative Lieutenant of Police^{1/}

Administrative Lieutenant of Police (Health & Safety)^{1/}

Step 1. \$2,677.44
 Step 2. 2,781.02
 Step 3. 2,888.66
 Step 4. 3,000.65
 Step 5. 3,116.95
 Step 6. 3,238.07

d. Captain of Police^{1/}
Communications Systems Manager

Step 1. \$3,000.65
Step 2. 3,116.95
Step 3. 3,238.07
Step 4. 3,363.98
Step 5. 3,495.00
Step 6. 3,631.18

e. Deputy Inspector of Police^{1/}

Step 1. \$3,363.98
Step 2. 3,495.00
Step 3. 3,631.18
Step 4. 3,772.86
Step 5. 3,920.19
Step 6. 4,073.40

^{1/} Recruitment to be at fourth step.

3. Commencing Pay Period 1, 2012(December 25, 2011), the biweekly base salary paid to employees shall be as follows:

a. Police Sergeant ^{1/}	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1. \$2,430.38	2,446.25	2,466.10	2,474.04
Step 2. 2,521.95	2,537.83	2,557.68	2,565.62
Step 3. 2,617.25	2,633.12	2,652.97	2,660.91
Step 4. 2,716.32	2,732.19	2,752.04	2,759.98
Step 5. 2,819.32	2,835.20	2,855.05	2,862.99
Step 6. 2,926.52	2,942.40	2,962.25	2,970.19

b. Police Identification Supervisor

Step 1. \$2,629.48	2,645.13	2,664.69	2,672.51
Step 2. 2,730.99	2,746.64	2,766.20	2,774.02
Step 3. 2,836.64	2,852.29	2,871.85	2,879.67
Step 4. 2,946.43	2,962.08	2,981.64	2,989.47
Step 5. 3,060.66	3,076.31	3,095.87	3,103.70
Step 6. 3,179.29	3,194.94	3,214.50	3,222.32

c. Lieutenant of Detectives^{1/}
Lieutenant of Police^{1/}
Administrative Lieutenant of Police^{1/}
Administrative Lieutenant of Police (Health & Safety)^{1/}

Step 1. \$2,730.99	2,746.64	2,766.20	2,774.02
Step 2. 2,836.64	2,852.29	2,871.85	2,879.67
Step 3. 2,946.43	2,962.08	2,981.64	2,989.47
Step 4. 3,060.66	3,076.31	3,095.87	3,103.70
Step 5. 3,179.29	3,194.94	3,214.50	3,222.32
Step 6. 3,302.83	3,318.48	3,338.04	3,345.87

d. Captain of Police^{1/}

Communications Systems Manager

Step 1.	\$3,060.663,076.313,095.87	3,103.70
Step 2.	3,179.293,194.943,214.50	3,222.32
Step 3.	3,302.833,318.483,338.04	3,345.87
Step 4.	3,431.263,446.913,466.47	3,474.29
Step 5.	3,564.903,580.553,600.11	3,607.93
Step 6.	3,703.803,719.453,739.01	3,746.84

e. Deputy Inspector of Police^{1/}

Step 1.	\$3,431.26	3,446.91	3,466.47	3,474.29
Step 2.	3,564.903,580.553,600.11	3,607.93		
Step 3.	3,703.803,719.453,739.01	3,746.84		
Step 4.	3,848.323,863.963,883.53	3,891.35		
Step 5.	3,998.594,014.244,033.80	4,041.63		
Step 6.	4,154.874,170.514,190.08	4,197.90		

^{1/} Recruitment to be at fourth step.

4. Commencing Pay Period 14, 2012(June 24, 2012), the biweekly base salary paid to employees shall be as follows:

a. Police Sergeant ^{1/}	Associate's Degree or 64 Credits	Bachelor's Degree	Master's Degree or Higher
Step 1.	\$2,460.76	2,476.83	2,496.93
Step 2.	2,553.47	2,569.55	2,589.65
Step 3.	2,649.97	2,666.03	2,686.13
Step 4.	2,750.27	2,766.34	2,786.44
Step 5.	2,854.56	2,870.64	2,890.74
Step 6.	2,963.10	2,979.18	2,999.28

b. Police Identification Supervisor

Step 1.	\$2,655.77	2,671.58	2,691.34	2,699.24
Step 2.	2,758.30	2,774.11	2,793.86	2,801.76
Step 3.	2,865.01	2,880.81	2,900.57	2,908.47
Step 4.	2,975.89	2,991.70	3,011.46	3,019.36
Step 5.	3,091.27	3,107.07	3,126.83	3,134.74
Step 6.	3,211.08	3,226.89	3,246.65	3,254.54

c. Lieutenant of Detectives^{1/}

Lieutenant of Police^{1/}

Administrative Lieutenant of Police^{1/}

Administrative Lieutenant of Police (Health & Safety)^{1/}

Step 1.	\$2,758.30	2,774.11	2,793.86	2,801.76
Step 2.	2,865.01	2,880.81	2,900.57	2,908.47
Step 3.	2,975.89	2,991.70	3,011.46	3,019.36
Step 4.	3,091.27	3,107.07	3,126.83	3,134.74
Step 5.	3,211.08	3,226.89	3,246.65	3,254.54
Step 6.	3,335.86	3,351.66	3,371.42	3,379.33

d. Captain of Police^{1/}
Communications Systems Manager

Step 1.	\$3,091.27	3,107.07	3,126.83	3,134.74
Step 2.	3,211.08	3,226.89	3,246.65	3,254.54
Step 3.	3,335.86	3,351.66	3,371.42	3,379.33
Step 4.	3,465.57	3,481.38	3,501.13	3,509.03
Step 5.	3,600.55	3,616.36	3,636.11	3,644.01
Step 6.	3,740.84	3,756.64	3,776.40	3,784.31

e. Deputy Inspector of Police^{1/}

Step 1.	\$3,465.57	3,481.38	3,501.13	3,509.03
Step 2.	3,600.55	3,616.36	3,636.11	3,644.01
Step 3.	3,740.84	3,756.64	3,776.40	3,784.31
Step 4.	3,886.80	3,902.60	3,922.37	3,930.26
Step 5.	4,038.58	4,054.38	4,074.14	4,082.05
Step 6.	4,196.42	4,212.22	4,231.98	4,239.88

^{1/} Recruitment to be at fourth step.

5. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays at least \$10 biweekly more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification if such previously occupied pay step does not exceed the maximum pay step of the new classification; if it does exceed the maximum pay step, such employee shall be paid at the maximum pay step of the new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification

for which they are employed.

6. Employees completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of their classification.
7. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary shall be reduced by an amount equivalent to one-eightieth ($1/80$) of his/her biweekly base salary for each hour or fraction thereof to the nearest 0.1 of an hour during which work is not performed.
8. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the MPSO prior to implementing such changes.
9. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents.
10. The parties elect not to be bound by the required frequency of wage payment provision 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. For purposes of this provision, the execution date of this Agreement shall be the date the resolution approving this Agreement is approved by the Mayor.
11. All employees shall participate in direct deposit of paychecks.

ARTICLE 10

SPECIAL DUTY PAY

1. An employee in Pay Range 831 or in Pay Range 836 shall receive an amount equal to one (1) percent of his/her base salary in lieu of any other compensation for time spent underfilling authorized positions at the direction of the employee's commanding officer. This additional amount shall be termed "Special Duty Pay."
2. Special Duty payments made under the provisions of this Article shall be construed as part of the employee's base pay solely for the purpose of computing pension benefits or payments. Special Duty Pay shall not be included in the determination of any other benefits or compensation provided by the City.

ARTICLE 10A

INTERPRETER/TRANSLATOR PAY

1. The Chief of Police retains the right to direct employees to perform interpreter/translator duties consistent with employees' capabilities for such duties and the needs of the Police Service.
2. An employee in active service and in a classification covered by this Agreement performing authorized interpreter/translator duties as a result of:
 - a. Direction from the employee's commanding officer; or
 - b. The employee's response to a request for an interpreter/translator broadcast over the MPD radio network (in the event more than one employee responds to such a request, only those employees actually needed to perform interpreter/translator duties shall be entitled to receive the Interpreter/Translator Pay)shall be entitled to receive premium pay equal to \$1.00 per hour in addition to his/her base salary for each actual hour or nearest 0.1 of an hour spent performing such interpreter/translator duties. Such premium pay shall be termed "Interpreter/Translator Pay." Interpreter/Translator Pay shall always be compensated at a flat rate of \$1.00 per hour irrespective of whether the employee is in premium pay status. An employee who is authorized to perform interpreter/translator duties shall receive \$1.00 per hour for each actual hour or nearest .1 of an hour spent performing such interpreter/translator duties, with a minimum of \$1.00 for each separate occasion he or she is so authorized, up to a maximum of 60 such minimum payments in a calendar quarter. Interpreter/Translator Pay shall be subject to the terms and conditions provided in paragraphs 3. thru 7., inclusive, below.
3. Interpreter/translator duties eligible for compensation hereunder shall be limited to authorized duties performed by the employee involving interpretation and/or translation of a language other than English at a level of competence deemed acceptable to the Department. Such "other languages" comprise those non-English languages recognized

by the Department. Languages currently recognized by the Department are:

- a. American Sign
- b. Chinese (Cantonese, Mandarin, Taisan)
- c. Chomorro
- d. Filipino (Tagalog)
- e. French
- f. German
- g. Greek
- h. Italian
- i. Japanese
- j. Kurdish
- k. Polish
- l. Russian
- m. Serbo-Croat
- n. Spanish
- o. Ukranian

An employee possessing interpreter/translator ability in a non-English language that is not listed above may at any time file a written request with the Department to add that language to the list.

- 4. Interpreter/Translator Pay payments to employees entitled to receive them shall be made quarterly during the calendar year on such dates as the Department shall prescribe.
- 5. Interpreter/Translator Pay shall only be granted when an employee is actually performing interpreter/translator duties and shall not be granted when such an employee is directed to perform other duties.
- 6. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
- 7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

ARTICLE 11

HOURS OF WORK

1. The normal hours of work for employees covered by this Agreement shall consist of work shifts of eight (8) consecutive hours which in the aggregate results in an average work week of forty (40) hours.
2. The regularly scheduled 8-hour shift shall be established by the Chief of Police in accordance with the requirements set forth above.

ARTICLE 12

OVERTIME

1. **Eligibility:**

Employees in active service and in the following position classifications shall be eligible to receive the overtime benefits hereinafter provided so long as they remain in active service and within such classifications:

- Lieutenant of Detectives
- Lieutenant of Police
- Administrative Lieutenant of Police (Health and Safety)
- Administrative Lieutenant of Police
- Police Sergeant
- Police Identification Supervisor
- Communications Maintenance Manager

Employees covered by this Agreement and not in any of the position classifications listed above shall not be entitled to receive overtime benefits regardless of hours worked outside their regularly scheduled work shifts.

2. **Definition:**

Overtime shall be all authorized assignments outside the regularly scheduled eight-hour shift as hereinbefore defined under the HOURS OF WORK provision of this Agreement. Notwithstanding the fact that trade off of work assignments or other rescheduling of work assignments authorized by the department at the request of the employee results in work assignments outside of the regularly scheduled eight-hour shift, such time shall not be considered overtime.

3. **Overtime Compensation Rates:**

- a. Overtime earned as a result of training time or roll-call time shall be compensated for at base salary rates (1X).
- b. Effective at the beginning of the pay period following execution of the Agreement, overtime earned as a result of court time shall be compensated as follows:
 - (1) Each court appearance less than or equal to two and one-half (2½) hours in

duration shall be compensated at one and one-half base salary rates (1½X); however, a minimum of two and one-half hours' pay at one and one-half base salary rates (1½X) shall be granted employees covered by this Agreement when said employees are officially required to appear in court on their own time, provided said employees are excused before completing the two and one-half hour (2½) minimum.

- (2) Each court appearance greater than two and one-half (2½) hours in duration shall be compensated at one and one-half base salary rates (1½X) for the entire time of such appearance.
- (3) Notwithstanding the foregoing, within any court appearance, the first hour of court-ordered lunch time shall be unpaid.
- (4) Parking During Court Overtime Appearance

Subject to the following terms and conditions, the City will provide employees with City-paid parking at MacArthur Square parking facility (located at 841 N. Seventh Street) when they are on authorized Police Department business during off-duty hours as a result of either a court overtime assignment or when ordered to the Police Department Administration Building by a commanding officer:

- (a) If the MacArthur Square parking facility has no available parking space, the City will honor parking receipts from the MATC parking facility.
- (b) Each instance of City-paid parking shall be limited to:
 - i. Court Overtime
The duration of the employee's court overtime appearance beginning at the time the employee is required to be in court, ending at the time the employee is released by the court and including a reasonable amount of time for the employee to

get to and from his/her parked vehicle. An employee assigned to the early shift on a regular basis who receives City-paid parking hereunder as a result of a court appearance during his/her off-duty hours shall also be entitled to an extension of such parking until the end of his/her assignment on that date if he/she is assigned to early shift duty on that date and the conclusion of the court appearance falls within two hours of the start of his/her shift.

ii. Authorized Departmental Business at Police Administration Building

The duration of the employee's appearance at the Police Administration Building beginning at the time the employee is required to be there, ending at the time the employee is released by the Department and including a reasonable amount of time for the employee to get to and from his/her parked vehicle.

- (c) In order to receive City-paid parking benefits, the employee shall, immediately following the conclusion of a court appearance, present the court overtime time card for that appearance and the designated parking facility receipt covering the time period of the appearance to a supervisory police officer designated by the Police Department Administration. The overtime card shall indicate the duration of the court appearance. Based on the overtime card, the designated supervisory officer shall authorize the payment of the parking fee to cover the time period of the court appearance and a reasonable amount of time for the employee to get to and from his/her vehicle and the court. The time allowed to get to and from the employee's

parked vehicle and the court shall be the same as is provided in Departmental Order #8947, adopted November 27, 1984. This Order provides that each instance of City-paid parking shall be limited to the duration of the employees' court overtime appearance and include actual time up to 30 minutes prior to the start of the court overtime and no more than 30 minutes after the conclusion of the court overtime. City-paid parking benefits associated with an employee's appearance at the Police Department Administration Building during off-duty hours on authorized Departmental business pursuant to order of a commanding officer shall be administered in accordance with procedures established for that purpose by the Police Department Administration.

- (d) The City, its officers, agents and employees shall be held harmless against any and all claims, costs (including attorney's fees and costs, if any), losses and expenses, suits, actions, damages or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from theft or damage to private employee vehicles and their contents or to real property or damage to any other vehicle or injury to any person, when employees are receiving any of the benefits provided herein.
- c. Overtime earned as a result of an authorized eight-hour shift assignment which falls outside the regularly scheduled eight-hour shift in whole or in part and which because of the nature of the work performed does not fall within 3.a. or 3.b., above, shall be compensated at one and one-half (1½X) the base salary rate, except that if an employee's regularly scheduled eight hour shift, as established by the hours of work provision of this Agreement, is changed, then all time worked on the

new regularly scheduled eight-hour shift shall be compensated at 1X the base salary rate.

- d. Overtime earned as a result of an authorized assignment outside of the regularly scheduled shift which does not fall within 3.a., 3.b., or 3.c., above, shall be compensated at one and one-half (1½X) the base salary rate.

4. Overtime Payments

a. Definitions

(1) Compensatory Time Off Balance (CTB)

The term "compensatory time off balance (CTB)," as used in subsection 4 of this Article, shall mean the unused amount of overtime the employee has earned that was compensated in time off instead of cash.

(2) Overtime Earned

The term "overtime earned," as used in subsection 3 of this Article, shall mean the amount of overtime worked times the rate at which it is compensated; for example, one hour of overtime worked that is compensated at straight time rates (1X)*¹ under this Article shall equal one hour of overtime earned and one hour of overtime worked that is compensated at a rate of time and one-half (1½X) under this Article shall equal 1½ hours of overtime earned.

b. Payment

All overtime earned for work performed during the term of this Agreement shall be paid for in cash except that:

- (1) If an employee's compensatory time off balance (CTB), recorded on the most current Police Department Personnel Status Report is less than 225 hours the employee may elect to be compensated in time off instead of cash

¹*Less than two and one-half hours of Court Overtime worked shall equal two and one-half hours of overtime earned at 1.5X base salary.

for each instance of overtime work performed after issuance of the most current Status Report until issuance of the next Status Report which indicates the employee's CTB is equal to or greater than 225 hours.

- (2) An employee may use compensatory time off on dates he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first served basis. Decisions made by the employee's commanding officer with respect to the availability of the dates the employee has requested shall be subject to all of the provisions of subsections 4.b.(3) and (4).
- (3) The parties recognize and shall implement the U.S. Department of Labor's position that prior to denying a request to use accrued compensatory time, and even when granting the request would bring operations below prescribed staffing levels, an employer must first attempt operational alternatives to fill its prescribed staffing levels by using replacement officers at premium overtime rates when required by the FLSA. Accordingly, effective at the beginning of the pay period following execution of the 2001-2003 Agreement, the City, working with and through the Milwaukee Police Supervisors' Organization, has established a system which guarantees that no one below the rank of Captain is denied compensatory time off when prescribed staffing levels can be met through a replacement (paid at FLSA premium rates where they apply). If an eligible member of the MPSO (hereinafter, denominated as a "supervisor") is denied a request to use compensatory time on the regularly scheduled shift that the supervisor has requested, whether on the basis of prescribed

staffing levels or for any other reason(s), the provisions enumerated as subsections (a) through (k) at the end of this paragraph will be utilized in order to obtain, when at all possible, a suitable replacement for the supervisor, excepting under the following circumstances in which the below-described duties fall within the supervisor's regularly scheduled shift:

- (aa) where that supervisor is required to testify at a hearing, trial, or other proceeding on behalf of the City (including, *inter alia*, Fire and Police Commission meetings or hearings, grievance arbitrations, or lawsuits) to the exclusion of any other supervisor, and where he or she has not been subpoenaed to testify;
- (bb) where a supervisor is mandated to appear at a charging conference in the office of the District Attorney, or before any other public prosecutor, and where his or her involvement in the arrest or other pertinent events mandates that the supervisor appear to the exclusion of any other supervisor; and
- (cc) in those circumstances where the supervisor (excluding those assigned to the Patrol Bureau and excepting those supervisors assigned to the Patrol Support Division,) possesses unique technical skills which are required to be made available to the Police Department during a particular period of time. It is understood that a Lieutenant in a bureau may fill in for any other Lieutenant in the same Bureau with the exception of the Office of the Chief, the Municipal Security Section, the Patrol Support Division, the Intelligence Division, the Vice Control Division and Planning and Operations (all formerly assigned to the Special Operations Bureau). In the event that a supervisor is denied compensatory time

off (or is initially granted compensatory time off and is subsequently denied) under this subsection (cc), s/he shall be compensated at the rate of 1-1/2x (or 2x if cancelled within 24 hours of the start of the compensatory time previously granted) for all hours of that shift for which compensatory time off had been requested if the following conditions are satisfied prior to notification by the Department that s/he would be required to work during that time:

1. the supervisor made arrangements for a replacement; and
2. both the supervisor requesting compensatory time off and the replacement executed and filed with the Department the forms specified in Article 12 Section 4.b.(3)(k), of this paragraph, below.

The Chief of Police shall develop a form, which will be posted at each work location throughout the Police Department, upon which employees seeking replacements may identify themselves and the pertinent date(s). The availability of this form shall not preclude the use of replacements obtained by supervisors through other means. The following conditions will apply to replacements obtained under this subsection. If these conditions are fulfilled, the replacement will work in place of the employee who has requested the use of compensatory time off and that request shall be granted.

- (a) Arrangements for a replacement must be made and confirmed at least 48 hours in advance of the start of the compensatory time which is to be taken off.
- (b) The replacement worker is within the same “box” as shown on the “Milwaukee Police Department Organizational Chart” attached hereto as page 1 of Appendix F (as may be in effect, modified or changed from time

to time by the Department or the Fire and Police Commission) as the employee exercising his/her right to use compensatory time off, except as specifically provided on page 1 of Appendix F or unless the employee's commanding officer in his or her discretion approves a replacement obtained by the employee from a different "box." In the event that the Department or the Fire and Police Commission modifies the organizational chart, the parties will immediately engage in collective bargaining to provide for reasonably comparable access to replacement workers.

- (c) The replacement must have more than one (1) year of service from date of hire and must have completed field training.
- (d) The replacement must be of the same rank as the employee requesting use of compensatory time off.
- (e) The replacement will be permitted to work as a replacement only on a day when he/she would otherwise be on a regular day off.
- (f) An employee is ineligible to work as a replacement for more than two (2) regular off days in a pay period.
- (g) An employee is ineligible to work as a replacement for more than four (4) hours during a shift that immediately precedes or follows that employee's regular work shift, not to exceed two (2) occasions per pay period.

However, if, because of staggered shifts, the shift of the supervisor who is being replaced ends or begins one hour before or after the shift of the replacement supervisor, such shift shall be deemed to "immediately"

precede or follow the replacement's regular work shift; When this occurs, the replacement shall work the one-hour of gap (for a maximum of five (5) hours work), which gap time shall be compensated as if it was regular replacement time, as specified in subsection (h), immediately below.

- (h) The regular shift replacement hours will be compensated in cash at straight-time (1X) rates (except for the four (4) contractual holidays specified at Article 28 paragraph 1 of this Agreement which will be paid at 1½X Base Salary). Time worked as a replacement under this subsection shall be counted as "hours worked" for FLSA purposes, so long as the requirements of the FLSA apply to the City.
- (i) The replacement shall be subject to all of the obligations applicable to any employee who is regularly scheduled for duty.
- (j) If the replacement reports sick on a day when he/she is scheduled to work as a replacement, he/she will be ineligible thereafter to work as a replacement for a period of 90 days. If the replacement reports injured off-duty on a day when he/she is scheduled to work as a replacement, the replacement will be ineligible thereafter to work as a replacement for a period of 90 days unless: (1) the off-duty injury occurred subsequent to the time at which the replacement agreed to serve in that capacity; and (2) the replacement provides medical substantiation of the off-duty injury
- (k) A replacement will, at the time of his/her selection, execute on a form prescribed by the Chief of Police his/her agreement to serve as a replacement in accordance with the terms and conditions of this

Agreement. The officer taking compensatory time off who arranged for the replacement will also execute this form.

(4) A supervisor, at his/her option and under preexisting practices, may also seek a “body-for-body” trade as allowable under 29 C.F.R. § 553.31 (“Substitution”) in order to use compensatory time off when desired. This shall not be a prerequisite to the procedure set forth in subsection 4.b.(2) and (3) for obtaining a replacement.

(5) Effective at the beginning of the first pay period following execution of the 2010-2012 Agreement, all overtime earned for work performed under grants shall be paid only in cash.

c. Subject to the terms and conditions provided for in subsection 4.b.(2) of this Article, above, an employee authorized to use earned compensatory time off must use it in units of either eight-hour days or hourly segments (i.e., no segment comprising a fraction of an hour) of from one (1) hour to seven (7) hours.

5. All overtime shall be at the option of the Chief of Police.

6. Application of the provisions contained in this Article shall not involve pyramiding of overtime. During a period of time there are two (2) concurrent overtime rates, the following procedure shall be used to determine the rate for that period:

- a. If both rates are at time and one-half ($1\frac{1}{2}X$), the employee is paid at a rate of time and one-half ($1\frac{1}{2}X$).
- b. If one of the rates is time and one-half ($1\frac{1}{2}X$) and the other straight-time ($1X$), the employee is paid at a rate of time and one-half ($1\frac{1}{2}X$).
- c. If both rates are straight-time ($1X$), the employee is paid at straight-time ($1X$) rate.
- d. For purposes of construction and interpretation of this provision, a court appearance involving the three and three-quarter hour court overtime minimum

payment shall be deemed a two and one-half hour period of time and one-half (1½X) overtime beginning with the start of such court appearance.

7. The hourly pay used in the computation of overtime shall be equal to one-eightieth (1/80) of the employee's current biweekly base salary as provided for in the BASE SALARY provision of this Agreement.
8. Overtime shall be compensated for each actual hour or nearest 0.1 of an hour of authorized overtime worked.
9. 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.
10. The terms and conditions agreed to between the parties in respect to Police Band overtime and negative comp time balances, which are set forth respectively in City/MPSO Memoranda of Understanding dated: September 16, 1983 (Police Band Overtime) and December 21, 1983 (Negative Comp Time Balances), shall be incorporated into the provisions of this Article, and be made a part of this Agreement as an appendix. The terms and conditions of the Memorandum of September 16, 1983, (Police Band Overtime) shall be amended to provide that the Compensatory Time Off Bank (CTB) time is the same as provided in subsection 4.b.(1) of this Article.
11. Miscellaneous Overtime Provisions
 - a. Roll Call

Existing roll-call time practices will be maintained for the term of this Agreement or any agreed-upon extension thereof. Effective August 11, 1985, and for so long as any member of the Police Force is covered by the Fair Labor Standards Act (FLSA) during the term of this Agreement, or any agreed-upon extension thereof, the 18-minute roll-call period shall be reduced to a 12-minute period with all overtime earned during such 12-minute period compensated at time and one-half (1½X) the base salary rate. If and when employees are no longer covered by the

FLSA, the roll-call period shall be increased to an 18-minute period and overtime earned as a result of roll-call shall be compensated at base salary rates (1X).

b. Compensatory Time Off

If and when the City is required by law to pay employees cash for overtime work performed that could otherwise have been paid for in compensatory time off under the provisions of this agreement, the City may modify overtime provisions to assure that overtime compensation (whether in cash, compensatory time or both) for all overtime work performed shall not exceed 1½X the employee's base rate of pay.

c. Honor Guard

Overtime compensation for employees of the Milwaukee Police Department Honor Guard when they participate in authorized Honor Guard activities are as follows:

- (1) Honor Guard members are authorized to appear at only those Honor Guard activities to which they have been directed to attend by the Honor Guard Commander. An Honor Guard member not so directed by the Honor Guard Commander shall not be entitled to receive the compensation hereinafter provided.
- (2) Except as provided in Subsection 3 below, overtime compensation for authorized MPD Honor Guard activities that occur outside of the member's regularly scheduled eight-hour shift shall be hour-for-hour compensatory overtime (straight-time, 1X) beginning at the time the member reports for an authorized Honor Guard appearance and ending at the time he or she is released from such appearance; such overtime compensation shall be computed to the nearest 0.1 of an hour of time worked.
- (3) At his discretion, the Honor Guard Commander may change an Honor Guard member's regularly scheduled work shift on the date of an Honor Guard appearance by that member.

- (4) The maximum compensation for each authorized Honor Guard appearance shall not exceed eight hours of straight-time (1X) compensatory time off; no compensation shall be granted for time spent eating or sleeping.
- (5) The overtime compensation provided hereunder is limited to MPD Honor Guard activities authorized by the Chief of Police. All such compensation shall be in lieu of any other overtime compensation provided to members of the Department; no employee shall be permitted to pyramid Honor Guard overtime with other overtime compensation.
- (6) All compensatory overtime cards for Honor Guard activities shall be submitted to the Honor Guard commander for approval and transmittal to the Administration Division.
- (7) The time off so earned shall not count towards the Compensatory Time Off Bank (CTB) limit determining the employee's eligibility for overtime compensation in compensatory time off, instead of cash, that is provided for in this Agreement.
- (8) An employee may use compensatory time off earned under this provision on dates he/she has requested, provided the employee gives his/her commanding officer reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first-served basis. Decisions made by employee's commanding officer with respect to the availability of the dates the employee has requested shall be final.

ARTICLE 12A

FIRE AND POLICE COMMISSION OVERTIME

1. Eligibility

Only those employees covered by the Overtime Article of this Agreement shall be entitled to receive Fire and Police Commission Overtime benefits provided for under this Article.

2. Definition

Fire and Police Commission Overtime shall be defined as time spent by an employee outside of his/her regularly scheduled eight-hour work shift, (as such eight-hour work shift is defined under the HOURS OF WORK Article of this Agreement) under subpoena at a trial proceeding conducted by the Board of Fire and Police Commissioners (FPC) ; provided such FPC trial proceeding resulted from either a citizen complaint filed with the FPC, or an appeal from discipline administered by the Chief of Police, and provided further that the employee so subpoenaed was involved in the incident which gave rise to the complaint or the discipline. The extent of involvement occasioning an employee's appearance at a FPC trial proceeding where such appearance was solely for the dispositional phase of that proceeding shall, in addition to covering involvement in the incident which gave rise to the complaint or the discipline, cover any other involvement such employee had in the course of his/her employment in the Police Department with the defendant(s) in such complaint or discipline. The term, "FPC trial proceeding," as used herein, shall also include FPC conciliation proceedings.

3 Limitations

- a. Fire and Police Commission Overtime shall not include overtime assignments made by the Chief of Police. Overtime assignments made by the Chief of Police shall be covered by the Overtime Article of this Agreement.
- b. An employee shall not be entitled to any compensation for an FPC trial proceeding during the time period he/she is suspended from duty with pay.
- c. An employee shall be required to turn over to the Police Department

Administration all witness fees he/she received as a result of a FPC trial proceeding for which the employee received Fire and Police Commission Overtime pay, and make no subsequent claim for this money whatsoever.

4. Fire and Police Commission Overtime Rates

a. Fire and Police Commission Overtime earned as a result of an appearance at a FPC trial proceeding that was not limited solely to the dispositional phase of the trial proceeding, shall be compensated at:

- (1) Base salary rates (1X) for all time spent at such appearance when the appearance is less than or equal to two hours in durations; however, a minimum of two hours' pay at base salary rates (1X) shall be granted an employee when he/she is subpoenaed to appear at such FPC trial proceeding on his/her own time, reports thereto, and is excused before completing the two-hour minimum.
- (2) Base salary rates (1X) for the first two hours of such appearance and at time and one-half (1-1/2X) the base salary rate for all time in excess of the first two hours of such appearance, when such appearance is greater than two hours in duration.

b. Fire and Police Commission Overtime earned as a result of an appearance at a FPC trial proceeding that was solely for the dispositional phase of the trial proceeding, shall be compensated at a flat rate equal to two (2) hours of pay computed at the employee's base salary rate (1X) in effect at the same time of the appearance. The flat amount provided hereunder shall not be construed as a limitation on the length of an employee's appearance at such dispositional phase.

5. Fire and Police Commission Overtime Payments

Fire and Police Commission Overtime earned under the provisions of this Article shall be compensated for in cash or compensatory time off in accordance with, and subject to, the provisions of subsection 3 set forth in the Overtime Article of this Agreement. Fire and

Police Commission Overtime that is compensated for in compensatory time off shall count towards the employee's CTB and be recorded on the Police Department Personnel Status Reports. For purposes of interpretation and construction of the provisions of this subsection, each instance of Fire and Police Commission Overtime worked of less than two hours' duration at a FPC trial proceeding, that was not limited solely to the dispositional phase shall equal two hours of Fire and Police Commission Overtime earned and each instance of Fire and Police Commission Overtime worked at a FPC trial proceeding that was limited solely to the dispositional phase shall equal two hours of Fire and Police Commission Overtime earned.

6. Employees receiving compensation under the provisions of this Article for an appearance at a FPC trial proceeding shall be covered by the provisions of subsection 3.b.(4) set forth in the Overtime Article of this Agreement for that appearance.
7. Application of the provisions contained in this Article shall not involve pyramiding or Fire and Police Commission Overtime, nor shall it involve pyramiding with compensation provided under the Overtime Article of this Agreement. For purposes of interpretation and construction of the provisions of this subsection, the terms and conditions set forth in subsection 6 of the Overtime Article shall be applicable.
8. The hourly pay used in the computation of fire and Police Commission Overtime shall be equal to 1/80th of the employee's biweekly base salary in effect at the time of the FPC trial proceeding for which such compensation is being provided.
9. Exception for compensation received under subsection 10 of this Article, 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.
10. An employee under subpoena to a FPC trial proceeding during the period which falls within his/her regularly scheduled eight-hour work shift shall be entitled to his/her regular base salary for that period; provided that such employee is not on paid leave, was actually

scheduled to work or worked a portion of such shift. Eligibility for compensation under this subsection, and witness fee reimbursement requirements, shall be subject to the same terms and conditions applicable to Fire and Police Commission Overtime that are set forth in subsections 2 and 3 of this Article.

11. Administration

- a. The Executive Director of the FPC, or his/her designee, shall record the employee's appearance at a FPC trial proceeding, noting the time the employee was required to report to such proceeding and the time the employee was excused from such appearance. The Executive Director, or his/her designee, shall also note if the employee was subpoenaed solely for the dispositional phase of the trial proceeding. This information shall be forwarded to the Police Department Administration. As a condition of eligibility for receipt of the compensation provided hereunder, an employee must submit his/her subpoena, or clear facsimile thereof, to the Executive Director (or his/her designee) at the time the employee reports to the trial proceedings.
- b. Administration and control of the provisions of this Article shall be under the City which shall have the authority to establish such rules and procedures that it deems necessary to administer the benefits provided by this Article.

ARTICLE 12B

FLEX TIME

1. Eligibility.

Only an employee in a classification not covered by the Overtime Article of this Agreement who is exempt from Fair Labor Standards Act coverage (and exempt from any other legal provision(s) requiring overtime compensation) shall be eligible for the Flex Time benefits provided by this Article (“eligible employee”).

2. Effective Date.

Except as provided in paragraph 4, below (“Prior Flex Time”), this Article shall only cover flex time hours worked by an eligible employee on or after October 10, 2004.

3. Definition.

Flex time shall be defined as time worked by an eligible employee, which has the prior approval of the Chief of Police (or the Chief’s designee), that is in addition to, or outside of, the scheduled hours of work on such employee’s work shift, subject to the following limitations:

- a. *De Minimis* Standard. An employee at the rank of Captain of Police, or above, is a command officer and an executive within the Milwaukee Police Department organization. This designation carries with it an understanding that the Base Salary compensation level for these ranks includes a recognition and an expectation that the employee will usually work more than 40 hours per week. Therefore, in consideration of this designation, for each instance of flex time claimed, the first thirty minutes in addition to the eligible employee’s scheduled hours of work on such employee’s work shift shall be designated “*de minimis*” and shall be without flex time compensation. This *de minimis* standard shall not apply to an additional instance of flex time claimed during the 24-hour calendar day in which the first instance of flex time claimed occurred.

- b. Extended Meal Period Offset. Time spent at the meal period within the eligible employee's work shift that exceeds the meal period entitlement referenced in the Paid Lunch Article of this Agreement shall be offset against flex time work claimed.
- c. Voluntary Work Shift Arrangements. Notwithstanding the fact that trade offs of work shift assignments or other rescheduling of work shift assignment hours authorized by the Chief of Police (or the Chief's designee) at the request of the eligible employee results in time worked in addition to the scheduled hours of work on the eligible employee's work shift, such additional time worked shall not be considered flex time.

4. "Prior Flex Time"

The Chief of Police (or the Chief's designee) shall have the authority to review and audit claims for flex time earned for work performed by an eligible employee prior to October 10, 2004. Prior flex time hours that have been approved by the Chief shall be governed by the Administration paragraph, below. The Chief shall have the right to deny approval of a claim for prior flex time hours whenever the Chief determines that such denial is appropriate. Disputes involving the Chief's determination in this regard shall be subject to the Contract Enforcement procedure Article of this Agreement. Decisions by the Chief of Police regarding prior flex time claims shall be nonprecedential in respect to the Chief's decisions to deny or approve claims for flex time that are not prior flex time. An employee's prior flex time that has been approved by the Chief of Police shall be recorded in an account separate from the account for flex time earned on or after October 10, 2004.

5. Administration

- a. Flex time shall be compensated at base salary rates (1x). The hourly pay used in the computation of flex time shall be equal to one-eightieth (1/80) of the eligible employee's current biweekly base salary as provided for in the Base Salary

provision of this Agreement.

- b. Flex time hours earned shall be computed to the nearest 0.1 hour worked.
- c. The Chief of Police shall determine whether flex time hours earned (including “prior flex time hours”) are to be compensated for in cash or in time off. The scheduling off of all flex time hours earned (including “prior flex time hours”) that are determined by the Chief to be compensated for as time off shall be controlled by the Chief of Police.
- d. The Chief of Police shall have the authority to, from time-to-time, reduce an employee’s flex time time off balance (including “prior flex time hours”) by cash payment to the employee or scheduling such hours off, or a combination of these two methods, as determined by the Chief. In effectuating such a reduction in an employee’s flex time balance, the Chief shall determine whether the deduction shall be made from prior flex time hours, from flex time hours that are earned after the effective date, or from a combination of both accounts in amounts allocated by the Chief.
- e. Flex Time Balance Limits.

Notwithstanding paragraphs 5c and 5d, above:

- (1) Flex Time Hours Worked On Or After October 10, 2004.

An eligible employee’s unused flex time earned on or after October 10, 2004, shall not exceed 120 hours, as recorded on the most current Milwaukee Police Department (MPD) administrative report on flex time balances. An eligible employee having an unused flex time balance of 120 hours, or more, of flex time earned on or after October 10, 2004, as recorded on the most current administrative report on flex time balances, shall not earn flex time, regardless of the hours such employee works, until such employee’s flex time balance recorded on a subsequent MPD administrative report for flex time balances is less than 120 hours. In the

event an eligible employee has accumulated 120 hours of flex time, as recorded on the most current Milwaukee Police Department (MPD) administrative report on flex time balances, the employee may request of the Chief of Police payment for a portion of those 120 hours. Any decision as to how and when payment shall be made, i.e. either in cash or time off, shall be within the sole discretion of the Chief of Police pursuant to paragraph 5.c., hereof. In the event the Chief of Police determines that neither payment in cash or in time off shall be made at the time of the employee's request, the Chief of Police shall permit the eligible employee to temporarily accumulate an additional 40 hours of flex time, i.e. for a temporary total of 160 hours of flex time. The temporary 160 hours of flex time accumulation shall exist for a period of no more than 120 days, at the end of which time the Chief of Police shall have reduced the employee's flex time balance below 120 hours.

6. All flex time shall be at the option of the Chief of Police.
7. Nothing herein shall be construed as a limitation on the Chief's unfettered management right to schedule and/or assign hours of work for employees covered by this Agreement, or, from time-to-time, to make changes in such employee's hours of work.
8. 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 any other fringe benefits.
9. The Chief of Police shall have the exclusive authority to establish procedures to administer this Article.

ARTICLE 13

INFORMATION RECOMMENDED TO BE FURNISHED TO MPSO

1. The City will recommend to the Annuity and Pension Board of the Employees' Retirement System of Milwaukee, hereinafter referred to as Board, that it supply actuarial information to the MPSO or its actuary upon receiving a written request therefore for the purpose of costing out proposals by the MPSO for pension changes for collective bargaining conditioned upon the Board's actuary having such information available.
2. The City will recommend to the Board that the Board or the Board's actuary supply to the MPSO or any actuary acting on behalf of said MPSO, any and all information which said MPSO actuary requests for purposes of costing out proposals upon which the MPSO may wish to collectively bargain on with the City.
3. All costs or expenses involved in supplying information either under Subsections 1 or 2 above to the City or to the Board involved under Subsections 1 or 2 above shall be paid for by the MPSO in the manner required either by the City or the Board in connection with the supplying of such information except that the MPSO shall be furnished reports already developed and pertaining to subsections 1 or 2 at no cost to the MPSO.
4. Excluded from this Article shall be such matters of a private or confidential nature so determined by the Board as may be supplied to the Board by individual employees or retirees.

ARTICLE 14

RETENTION OF PENSION AND ANNUITY RIGHTS

The City agrees not to diminish any contractual pension and annuity right presently vested in any employee, including any rights enumerated herein.

ARTICLE 15

PENSION BENEFITS

Pension benefits for an employee covered by this Agreement who is a member of the Employees' Retirement System of Milwaukee (ERS) shall be the benefits defined in Chapter 36 of the Milwaukee City Charter that are applicable to a "policeman." Pension benefits for an employee covered by this Agreement who is a member of the Policemen's Annuity & Benefit Fund of Milwaukee (PA & BF) shall be the benefits defined in Chapter 35 of the Milwaukee City Charter. Except as provided below, these pension benefits shall continue unchanged during the term of this Agreement.

1. Chapter 36 of the Milwaukee City Charter regarding pension benefits for employees covered by this Agreement who are members of the Employees' Retirement System of Milwaukee (ERS) may be amended to the extent necessary for such plan to remain qualified under Section 401(a) and 501(c) of the Internal Revenue Code of 1986 as amended.
2. The City agrees that it will never seek to increase the age/service requirements applicable to employees in active service and covered by the 2010-2012 City/MPSO Agreement on its effective date that are provided for under section 36.05(1)(f) of the ERS Act.
3. Employees who are entitled to service credit as a "policeman" under either the Employee's Retirement System of Milwaukee or Policemen's Annuity and Benefit Fund of Milwaukee pension plans, shall receive such service credit at the rate of 2.5% per annum of Final Average Salary for all such years or parts thereof.
4. Subject to the conditions contained therein, the parties agree to abide by the pension provisions of the October 29, 1999 Final Global Settlement Agreement for Active Police Officers, as amended by Charter Ordinance.

If any portion of the Global Pension Settlement Agreement or implementing Charter Ordinance is held invalid, or if compliance with it is restrained by operation of law or by any court of competent jurisdiction, the parties shall immediately enter into collective

bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion of the Global Pension Settlement Agreement or Charter Ordinance. This paragraph shall in no way affect or restrict other benefits unrelated to pension benefits in the Global Settlement Agreement.

5. Creditable service for active military service, as provided in 36-04-c, shall be extended to members of the MPSO who participate in the combined fund and who retire on a service retirement on and after January 1, 2003.
6. Effective for employees hired by the City after June 28, 2005, when a retirement application is filed by an employee covered by this Agreement who seeks a Duty Disability Retirement Allowance based upon a mental injury, the application shall be referred to the Medical Council established under s. 36-15-12 of the Milwaukee City Charter, in lieu of the Medical Panel, which Medical Council shall determine and certify whether the applicant is permanently and totally incapacitated for duty as a result of such mental injury in accordance with the requirements of Chapter 36 of the Milwaukee City Charter. In any reexamination authorized by Chapter 36 of the Milwaukee City Charter of such retired beneficiary, the beneficiary shall be referred to the Medical Council, in lieu of the Medical Panel, for reexamination and such Medical Council shall make the determination and certification required under the provisions of Chapter 36 of the Milwaukee City Charter for reexaminations.

ARTICLE 16

LIFE INSURANCE

1. Active Service Life Insurance Benefits

a. Amount of Life Insurance Coverage

Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to one and one-half times 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 is entitled shall be reduced to an amount equal to 100% of the employee's annual base salary rate, rounded to the next higher thousand dollars; this reduction shall become effective on the first of the month next following the month in which the employee attains age 65 and shall remain in effect so long as the employee remains in active service.

b. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semiannually on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. The term, "Annual Base Salary Rate," as used herein, shall be defined as an amount equivalent to the employee's biweekly base salary, as his 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).

c. Conditions and Eligibility for Election of Coverage

- (1) Subject to the terms and conditions provided in subsections 1.c.(2) through 1.c.(6) of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1.a., above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his initial date of employment with

the City.

- (2) The election of life insurance coverage shall be in a manner prescribed by the City.
- (3) 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 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.
- (4) An employee shall become entitled to the life insurance coverage provided in subsection 1.a., above, 30 consecutive calendar days following the date he elects such coverage.
- (5) An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his 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.
- (6) An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

d. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1.a. of this Article, above, who elect such coverage, shall pay to the City an amount

equal to \$.21 per month for each \$1,000 of coverage in excess of \$45,000. These payments shall be accomplished by periodic deductions from employees' biweekly pay checks. The City shall make all other necessary payments for the life insurance coverage described in Subsection 1.a. of this Article, above.

2. Retiree Life Insurance Benefits

An employee who commences receiving a service retirement allowance between January 1, 2010, and December 31, 2012, shall be eligible to elect life insurance benefits, hereinafter referred to as "Retiree Life Insurance Benefits," for the period of his/her retirement under the following terms and conditions:

a. Eligibility

In order to elect retiree life insurance benefits, an employee must have at least 20 years of creditable service as a full-time employment member of either the Employees' Retirement System of Milwaukee or the Policemen's Annuity and Benefit Fund of Milwaukee as of the effective date of his/her retirement and be covered by the life insurance benefits provided under this Article to employees in active service immediately prior to that date.

b. Election

- (1) An employee's election of retiree life insurance benefits shall be made within the 30 consecutive calendar day period immediately prior to his/her effective date of retirement and shall be in a manner prescribed by the City. If elected, retiree life insurance benefits shall commence on the employee's effective retirement date.
- (2) An employee eligible to elect retiree life insurance benefits who fails to make such election within the time limit provided in subsection (1), above, shall not be entitled to retiree life insurance benefits.
- (3) An employee eligible to elect retiree life insurance benefits and who elects such benefits in accordance with subsection (1), above, and thereafter

terminates these benefits, for whatever reason, shall as of the effective date of such termination no longer be entitled to retiree life insurance benefits.

c. Amount of Coverage

(1) Employees Less Than Age 65 At Retirement

Until he/she attains age 65, the amount of life insurance coverage for an employee whose age as of the effective date of his/her retirement is less than age 65 shall be equal to $1\frac{1}{2}$ x his/her annual base salary rate as of the semi-annual adjustment date first preceding the effective date of such retirement, rounded to the next higher \$1,000. Upon attaining age 65 the amount of life insurance coverage shall be reduced to an amount equal to 50% of the employee's annual base salary rate as of the semi-annual adjustment date first preceding the effective date of his/her retirement, rounded to the next higher \$1,000.

(2) Employees Age 65 or Older At Retirement

The amount of life insurance coverage for an employee whose age as of the effective date of his/her retirement is 65 or older shall be equal to 50% of his/her annual base salary rate as of the semi-annual adjustment date first preceding such retirement date, rounded to the next higher \$1,000.

For purposes of interpretation and construction of the provisions of this subsection, the term "semi-annual adjustment date" shall mean either January 1 or July 1 of the calendar year in which the employee's effective date of retirement occurs, whichever is applicable.

d. Optional Reduced Life Insurance Coverage for Retirees

(1) Eligibility for retiree life insurance benefits, the amount of retiree life insurance coverage, the cost of retiree life insurance coverage shared between the City and the employee, and all other terms and conditions applicable to retiree life insurance benefits shall continue to be as

prescribed from time to time by the City.

- (2) Except as provided in paragraph 2.d. subsection 3, hereof, an employee eligible for retiree life insurance coverage who elects such coverage must elect the maximum amount of coverage to which he/she is entitled.
- (3) An employee who commences receiving a Service Retirement Allowance during the term of this Agreement and who is eligible for retiree life insurance coverage shall be eligible to elect an amount of coverage less than the maximum amount of coverage prescribed by the City in lieu of such maximum amount, subject to the terms and conditions hereinafter provided (such coverage shall be termed "Reduced Coverage"):
 - (a) An employee may elect Reduced Coverage at the time of retirement or commencing with the second January 1 following the employee's effective retirement date within the 30-calendar-day period immediately preceding January 1 of the calendar year. Such election shall be in writing on a form prescribed by the City and shall be submitted to a City-designated administrator within time limits prescribed by the City. Once elected, the amount of an employee's Reduced Coverage shall remain unchanged except as provided in paragraph 2.d.(3)(b), below.
 - (b) An employee or retiree eligible for Reduced Coverage may modify the amount of his/her retiree life insurance coverage (either Maximum Coverage or Reduced Coverage) for a calendar year by executing a change of coverage form prescribed by the City within the 30-calendar-day time period immediately preceding January 1 of the calendar year (but not earlier than the second January 1 following the employee's effective retirement date), in accordance with procedures established for this purpose by the City. In no event

shall the modified amount of coverage exceed the maximum amount of coverage prescribed by the City.

- (c) Election of Reduced Coverage or modification to Reduced Coverage or Maximum Coverage during the 30-calendar-day period immediately preceding January 1 of the calendar year, as provided herein, shall become effective on January 1 of the calendar year.
- (d) The amount of Reduced Coverage shall be in units of \$1,000.
- (e) An employee or retiree, age 65 or older, shall not be eligible to elect or maintain Reduced Coverage.
- (f) The provisions of paragraph 2.d.(1) shall apply to Reduced Coverage.

For purposes of interpretation of the provisions of this paragraph, the term, "retiree," as used herein, means an individual eligible for Reduced Coverage hereunder after the effective date his/her Service Retirement Allowance commenced. Election of retiree life insurance coverage (either Maximum Coverage or Reduced Coverage) or modification(s) to that coverage shall be the responsibility of the employee or retiree.

- (4) The provisions of paragraph 2.d., hereof, represent the only changes to retiree life insurance benefits provided to employees by the City.

e. Cost of Coverage

Until he/she attains age 65, an employee electing coverage hereunder shall pay 100% of the premium cost associated with such coverage, less an estimated dividend determined solely by the City. The retiree shall have such cost deducted from his/her monthly pension check. The City will assume 100% of the premium cost associated with the coverage provided hereunder when the retiree is 65 or older.

3. Conditions and Limitations on Active Service and Retiree Life Insurance Benefits
 - a. An employee eligible to elect life insurance coverage hereunder must elect the maximum amount to which he/she is entitled.
 - b. Life insurance benefits shall be subject to all terms and conditions contained in the effective contract between the City and its life insurance carrier.

4. 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 17

HEALTH INSURANCE

It is understood by the parties that certain provisions of this Article relating to the design and selection of health care coverage are eliminated effective July 1, 2011, consistent with 2011 Wisconsin Act 32 and §111.70(4)(mc)6.

1. Benefits

a. Basic Plan – For Calendar Years 2010 and 2011

For calendar years 2010 and 2011, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2007-2009 City/MPSO Agreement, including 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 carrier providing Basic Plan health insurance benefits) to the requirement that it be performed on an outpatient basis, shall be covered.
- (2) A Utilization Review Case Management Program (UR/CM) shall be established by the City for 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 would be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or

outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits 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 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. After the patient informs his/her physician that the proposed elective procedure must be approved by the UR/CM program representative and the physician has contacted such representative, the UR/CM program will determine if the procedure will be approved or denied. If the physician and the UR/CM program representative disagree, discussions between them will continue in an attempt to resolve the disagreement. If discussions over five working days

do not resolve the issue, the Employee Benefits Manager shall appoint a local physician who practices in a medical field relevant to the contemplated elective procedure and who is not affiliated with the employee's physician. The second physician's findings shall be submitted to the UR/CM program representative for review. If the second physician's prescribed treatment is approved by the UR/CM program representative, it shall be the treatment which is covered. In the event that both physicians either prescribe the same course of treatment, or each prescribes a different one, and the procedure(s) does (do) not meet the standards of the UR/CM program representative, and no compromise can be effected, the UR/CM program representative will approve the course of treatment prescribed by the employee's physician. Once established, the foregoing appeal procedure shall remain in effect until the execution date of the successor contract to this Agreement.

- (3) The major medical deductible shall be to \$100 per person, \$300 per family maximum on the Basic Plan.
- (4) Transplant Benefit
 - (a) Medically necessary human to human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review contractor and is subject to the terms and conditions of the Utilization Review program set forth in subsection 1.a.(2). of this Article above.
 - (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.

- (5) The maximum annual benefit per participant for outpatient services for alcoholism, drug abuse and nervous and mental disorders provided in the outpatient department of a hospital, an Outpatient Treatment Facility or a physician's office, that is provided under the "Hospital Surgical-Medical Group Master Plan Document for City of Milwaukee" shall be two thousand dollars (\$2,000). The maximum benefits provided under the "Major Medical Coverage" section of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care provided to a participant without confinement, shall be 80% of two thousand dollars (\$2,000) of charges.
 - (6) The Major Medical lifetime maximum benefit shall be \$500,000.
- b. Health Maintenance Organization (HMO) Plan – For Calendar Years 2010 and 2011
 - (1) Except as provided in subsection 1.b.(2), hereunder, employees shall have the right to select coverage under an HMO Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.
 - (2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the

event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to “Health Maintenance Organization” or “HMO” in this Agreement shall be understood to also refer to an “Exclusive Provider Organization”, “EPO”, or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.

- (3) Effective August 1, 2010 through December 31, 2011, the following co-payments shall be implemented:
- (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 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. For Calendar Year 2012

- (a) During Calendar Year 2012, the City shall offer two Health Care Coverage Plans.

d. 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 October 17, 1981 executed April 26, 1982, except that:

The age limit at which the orthodontic benefits provided for under the "Orthodontics" Section of said DSG CONTRACT cease for participants shall be changed from age 19 to age 25; all other terms and conditions applicable to orthodontic benefits shall remain unchanged.

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 (PDP).

e. Prepaid Dental Plans (PDP)

Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan.

f. 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 employees 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 methods, measures and procedures it deems necessary to restrict abuses and/or excessive costs in application of

the benefits provided under subsections 1.a. through 1.e., inclusive, of this Article, above.

- (4) The City, in conjunction with its insurance carrier, shall have the right to develop and implement any other cost containment measures it deems necessary.
- (5) An employee's health care/dental coverage provided by this Article shall terminate on the last day of the calendar month in which the employee is removed from the Police Department payroll; provided however, that when an employee is suspended from duty without pay, such benefits shall not terminate on the last day of the calendar month in which the suspension begins if the suspension ends prior to the last day of the next following calendar month. The Police Department Administration will provide written advance notice to an employee indicating the date on which his/her health care/dental coverage will be terminated. Notwithstanding the foregoing, an employee's health care coverage shall not terminate so long as he/she and/or his/her dependent(s) are eligible for and receiving health care coverage under the specific provisions of this Agreement that are applicable to individuals not on the Department payroll. Except for suspensions (as provided above) this exception does not extend the termination date of an employee's dental coverage beyond the last day of the calendar month in which the employee is removed from the Department payroll.
- (6) A Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be administered on an annual basis.
- (7) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is

appended hereto as Appendix G.

2. Eligibility for Benefits

a. Employees in Active Service

(1) Employees in active service shall be entitled to the health care coverage offered by the City, at their option, so long as they remain in active service.

(2) Dental Benefits

Employees in active service shall be entitled to the dental benefits provided in subsections 1.d. or 1.e. of this Article so long as they remain in active service. Individuals not in active service shall not be eligible for dental benefits.

b. Duty Disability

(1) Except as provided in b.(3), below, employees in active service who commence receiving duty disability retirement allowance between January 1, 2010, and December 31, 2011, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be entitled to the benefits provided in subsection 1.a. or 1.b., of this Article, above, between January 1, 2010, and December 31, 2011, so long as they continue to receive such duty disability retirement allowance and so long as they are under age 65. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased duty disability retiree would have attained age 65.

(2) Except as provided in b.(4), below, employees in active service who commence receiving duty disability retirement allowance between January 1, 2012, and December 31, 2012, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be

entitled to the benefits provided in subsection 1.c., of this Article, above, between January 1, 2012, and December 31, 2012, so long as they continue to receive such duty disability retirement allowance and so long as they are under age 65. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased duty disability retiree would have attained age 65.

- (3) An employee in active service who commences receiving a duty disability retirement allowance of 90% of his/her current salary between January 1, 2010, and December 31, 2011, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be entitled to the benefits provided in subsections 1.a. or 1.b. of this Article, above, between January 1, 2010, and December 31, 2011, so long as he/she continues to receive such duty disability retirement allowance. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased duty disability retiree would have attained age 65.
- (4) An employee in active service who commences receiving a duty disability retirement allowance of 90% of his/her current salary between January 1, 2012, and December 31, 2012, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 35.01(50) of the City Charter, shall be entitled to the benefits provided in subsection 1.c. of this Article, above, between January 1, 2012, and December 31, 2012, so long as he/she continues to receive such duty disability retirement allowance. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits

until the last day of the month in which the deceased duty disability retiree would have attained age 65.

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

- (1) Employees in active service who retire on normal pension between January 1, 2010, and December 31, 2011, with at least 15 years of creditable service, shall be entitled to the benefits provided in either subsections 1.a. or 1.b. of this Article, above, between January 1, 2010, and December 31, 2011, so long as they are less than age 65. If an employee eligible for these benefits dies following his/her retirement on normal pension, but prior to attaining 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.
- (2) Employees in active service who retire on normal pension between January 1, 2012, and December 31, 2012, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsection 1.c. of this Article, above, between January 1, 2012, and December 31, 2012, so long as they are less than age 65. If an employee eligible for these benefits dies following his/her retirement on normal pension, but prior to attaining 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.

d. Duty Death

- (1) A surviving spouse who becomes eligible to receive a pension under the provisions of either Section 36.05(5) of the ERS Act or Chapter 35.01(34) of the Milwaukee City Charter, on or after January 1, 2010, shall be entitled to the benefits provided in subsections of 1.a. or 1.b. of this Article, above, between January 1, 2010, and December 31, 2011, so long as the surviving spouse continues to receive such pension and is less than age 65.

- (2) A surviving spouse who becomes eligible to receive a pension under the provisions of either Section 36.05(5) of the ERS Act or Chapter 35.01(34) of the Milwaukee City Charter, on or after January 1, 2012, shall be entitled to the benefits provided in subsection of 1.c. of this Article, above, between January 1, 2012, and December 31, 2012, so long as the surviving spouse continues to receive such pension and is less than age 65.

3. Cost of Coverage

a. Employees in Active Service

(1) Basic Plan - Calendar Years 2010 and 2011

- (a) 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 pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.
- (b) Effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
 - i. The employee contribution shall be \$85.00 per month for single enrollment when an employee's enrollment status is single and \$170.00 per month when an employee's enrollment status is family.
 - ii. The employee contributions shall increase \$20.00 per month

over the amounts specified in 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) HMO – Calendar Years 2010 and 2011

- (a) An employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
- (b) Effective the first full calendar month following implementation of the annual HRA but not sooner than December 1, 2009, an employee enrolled in an HMO plan shall contribute the following amounts:
 - i. An employee shall contribute \$30.00 per month toward the

- monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family
- ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in (2)(b)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
 - iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.
- (c) In addition to the amounts specified in subsections (2)(a) and (2)(b), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.
 - (d) The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis.
 - (e) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when

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

(3) For Calendar Year 2012

- (a) The employee premium contribution shall be 12% of the premium cost based on plan selected and enrollment status, i.e. either single, employee and dependent(s), employee and spouse, or family. The amount of employee premium contribution shall be deducted from the employee's pay check on a semi-monthly basis.
 - (i) An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 3.a.(3)(a), above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
 - (ii) For an employee in the single or one of the family plans and his or her spouse (if applicable) who participate fully in the HRA and who do smoke (as determined by the HRA), the employee contribution shall be 12% per month for single, employee and dependent(s), employee and spouse, or family plan enrollment.
 - (iii) For an employee in the single or one of the family plans and his or her spouse (if applicable) who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be 12% minus \$10 per month for single or employee and dependent(s) enrollment and 12% minus \$20 per month for employee and spouse and family

enrollment.

- (b) The amount of employee wellness fee, specified in 3.a.(3)(i), (ii) or (iii) above, shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for enrollment in excess of the above-stated amounts shall be paid by the City.
- (c) The maximum City contributions provided above shall be determined by the employee's effective plan and enrollment
- (4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2010 and 2011, the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 3.a.(1) or (2) of this Article, above. For calendar year 2012, the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 3.a.(3) of this Article, above. This provision shall not cover retirees (including disability retirements).

b. Duty Disability

- (1) For Calendar Years 2010 and 2011
Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided in subsections 3.a.(1) or (2) of this Article, above.
- (2) For Calendar Year 2012
Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided in subsection 3.a.(3) of this Article, above.

- c. Employees Who Retire Between January 1, 2010, and December 31, 2012
- (1) For eligible employees who retire, between January 1, 2010, and December 31, 2011, the City will make monthly contributions towards meeting the monthly subscriber cost for single or family enrollment in the plan elected by the retiree as follows:
- (a) Single Enrollment Status
- For a retiree with single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for single enrollment in the Basic Plan that is determined by the formula provided in subsection 3.c.(3) during the period after retirement the retiree is less than age 60 and an amount up to 100% of the subscriber cost for single enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65.
- (b) Other Than Single Enrollment Status
- For a retiree with other than single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for his/her enrollment status in the Basic Plan that is determined by the formula provided in subsection 3.c.(3) during the period after retirement the retiree is less than age 60 and the greater of either such amount or an amount up to 100% of the subscriber cost for single enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65.
- (2) For eligible employees who retire, between January 1, 2012, and December 31, 2012, the City will make monthly contributions towards meeting the monthly subscriber cost for single or family enrollment in the plan elected by the retiree as follows:

(a) Single Enrollment Status

For a retiree with single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for single enrollment in the Highest Cost Plan that is determined by the formula provided in subsection 3.c.(3) during the period after retirement the retiree is less than age 60 and an amount up to 100% of the subscriber cost for single enrollment in the Highest Cost Plan during the period after retirement the retiree is at least age 60 but less than age 65.

(b) Other Than Single Enrollment Status

For a retiree with other than single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for his/her enrollment status in the Highest Cost Plan that is determined by the formula provided in subsection 3.c.(3) during the period after retirement the retiree is less than age 60 and the greater of either such amount or an amount up to 100% of the subscriber cost for single enrollment in the Highest Cost Plan during the period after retirement the retiree is at least age 60 but less than age 65.

(3) Contribution Formula

<u>Unused Sick Leave</u>	<u>City Contribution</u>
Less than 150 work days.....	65%
At least 150 work days, but less than 159 work days.....	66%
At least 159 work days, but less than 167 work days.....	67%
At least 167 work days, but less than 176 work days.....	68%
At least 176 work days, but less than 184 work days.....	69%
At least 184 work days, but less than 193 work days.....	70%

At least 193 work days, but less than 201 work days.....	71%
At least 201 work days, but less than 210 work days.....	72%
At least 210 work days, but less than 219 work days.....	73%
At least 219 work days, but less than 227 work days.....	74%
At least 227 work days, but less than 236 work days.....	75%
At least 236 work days, but less than 244 work days.....	76%
At least 244 work days, but less than 253 work days.....	77%
At least 253 work days, but less than 261 work days.....	78%
At least 261 work days, but less than 270 work days.....	79%
At least 270 work days, but less than 278 work days.....	80%
At least 278 work days, but less than 285 work days.....	81%
At least 285 work days, but less than 291 work days.....	82%
At least 291 work days, but less than 298 work days.....	83%
At least 298 work days, but less than 304 work days.....	84%
At least 304 work days, but less than 311 work days.....	85%
At least 311 work days, but less than 317 work days.....	86%
At least 317 work days, but less than 324 work days.....	87%
At least 324 work days, but less than 330 work days.....	88%

At least 330 work days, but less than 336 work days.....	89%
At least 336 work days, but less than 343 work days.....	90%
At least 343 work days, but less than 349 work days.....	91%
At least 349 work days, but less than 356 work days.....	92%
At least 356 work days, but less than 362 work days.....	93%
At least 362 work days, but less than 369 work days.....	94%
At least 369 work days, but less than 375 work days.....	95%
At least 375 work days, but less than 381 work days.....	96%
At least 381 work days, but less than 388 work days.....	97%
At least 388 work days, but less than 394 work days.....	98%
At least 394 work days, but less than 400 work days.....	99%
At least 400 work days.....	100%

Unused Sick Leave is expressed in eight-hour work days and represents the amount of earned and unused sick leave credited to an employee's sick leave account on the effective date of his/her retirement.

City Contribution for Calendar Years 2010 and 2011, is expressed as a percentage of the effective Basic Plan subscriber cost for the enrollment status applicable to the retiree and represents the maximum contribution made by the City on behalf of such retiree.

City Contribution for Calendar Year 2012, is expressed as a percentage of the effective Highest Cost Plan subscriber cost for the

enrollment status applicable to the retiree and represents the maximum contribution made by the City on behalf of such retiree. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.

(4) Surviving Spouse

- (a) For Calendar Years 2010 and 2011, the provisions of subsection 3.c.(1) shall be applicable to a surviving spouse eligible for retiree health care coverage under subsections 2.c. or 2.d. of this Article. An eligible surviving spouse without eligible dependents shall be covered by subsection 3.c.(1)(a); in all other circumstances he/she shall be covered by subsection 3.c.(1)(b). For purposes of interpretation and administration, the age the deceased retiree would have been shall determine the City contribution.
- (b) For Calendar Year 2012, the provisions of subsection 3.c.(2) shall be applicable to a surviving spouse eligible for retiree health care coverage under subsections 2.c. or 2.d. of this Article. An eligible surviving spouse without eligible dependents shall be covered by subsection 3.c.(2)(a); in all other circumstances he/she shall be covered by subsection 3.c.(2)(b). For purposes of interpretation and administration, the age the deceased retiree would have been shall determine the City contribution.

d. Duty Death

Depending on single/family enrollment status, the cost of coverage for the surviving spouse of an employee receiving a duty death pension, under either Section 36.05(5) of the ERS Act or Chapter 35.01(34) of the Milwaukee City

Charter, shall be as follows:

- (1) During calendar years 2010 and 2011, the City will contribute an amount toward meeting the subscriber cost for enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.
- (2) During calendar year 2012, the City will contribute an amount toward meeting the subscriber cost for enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Highest Cost Plan. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

e. Cost of Health Insurance After Conversion From Duty Disability

Upon conversion from a duty disability retirement allowance to a service retirement allowance, the cost of the retiree health insurance coverage to which he/she is entitled hereunder until he/she attains age 63 shall be as provided under subsection 3.a. of this Article. The benefits shall be in lieu of the benefits provided under subsection 3.c.. Thereafter, until attainment of age 65, the cost of such coverage shall be as provided under subsection 3.c. of this Article, except that the individual's unused sick leave as of the effective date his/her duty disability retirement allowance commenced shall be used to compute the City-paid retiree health insurance benefits to which he/she is entitled hereunder.

4. Cost of Coverage -- Dental Plan Only

For calendar years 2010, 2011 and 2012, the City will contribute an amount up to

\$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan. 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 pay check on a monthly basis.

5. Self-Administration Offset

The per capita subscriber costs associated with the health care or dental 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 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 subsection 4, 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 4 and 8 of this Article, if the provision was not in effect.

6. Right of City to Select Carrier – For Calendar Years 2010 and 2011

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 1. of this Article; 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). For Calendar Year 2012 this provision shall be eliminated.

7. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1. of this Article, the coverage shall be limited to one family plan.
- b. A retiree shall be ineligible to receive the retiree health care coverage provided hereunder when receiving health care coverage from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
- c. City health care coverage cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health care coverage contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.
- d. For Calendar Years 2010 and 2011, after the deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- e. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 3.c.(1) or (2), of this Article towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Employees on Leave of Absence

Employees in active service may elect to be covered by the benefits in subsections 1.a., 1.b., or 1.c. of this Article, above, while on an authorized leave of absence. Individuals on an authorized leave of absence 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 12 months of an employee's authorized leave of absence.

9. For Calendar Years 2010 and 2011, there shall be a 270-day waiting period for pre-

existing conditions for the benefits provided by the Basic Plan.

10. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be deemed to be in force and effect beginning January 1, 2010, and ending December 31, 2012.

11. An employee who retires on pension during the term of this Agreement shall be entitled to the benefits provided during the term of this Agreement so long as he or she is less than age 65. After this Agreement expires, such an individual, so long as he or she is less than age 65, shall be entitled to:

- (1) The same health care coverage concurrently provided employees in active service covered by the effective Agreement between the City and the MPSO as is in effect from time to time (it is understood that the exclusion of retirees from coverage under dental coverage, as set forth 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; and
- (2) The same City/retiree health care coverage cost sharing formula that was provided for such retiree by this Agreement.

This paragraph shall only cover the kinds of retirements for which health care coverage is provided by this Agreement.

12. Subject to the conditions contained therein, the parties agree to abide by the retiree health care coverage provisions of the October 29, 1999 Final Global Settlement Agreement for Active Police Officers.

If any portion of the Global Pension Settlement Agreement or implementing Charter Ordinance is held invalid, or if compliance with it is restrained by operation of law or by

any court of competent jurisdiction, the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion of the Global Pension Settlement Agreement or Charter Ordinance.

This paragraph shall in no way affect or restrict other benefits unrelated to retiree health care coverage in the Global Settlement Agreement.

ARTICLE 18

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.
2. Eligibility for sick leave with pay shall begin as soon after regular appointment as any sick leave credit has been earned.
3. Employees shall earn sick leave with pay at the rate of one and one-quarter (1 $\frac{1}{4}$) working day for each month of active service or 4.6 working hours for each two weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
4. Regardless of the sick leave credit earned the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. Whenever an employee requests sick leave with pay he or she shall immediately notify his or her commanding officer of this fact. Each instance of sick leave that the employee fails to comply with the requirement of this subsection shall result in the employee losing his/her entitlement to any sick leave with pay for that instance.
6. Except as otherwise provided herein, sick leave may be permitted without requiring the employee to submit medical substantiation from a private physician, provided that the employee completes Form PS-16 (Application for Sick Leave), and submits same to his or her commanding officer. An employee may be required by his or her commanding officer to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the commanding officer is informed or believes that the

- employee is misusing sick leave. The City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the acceptable medical substantiation.
7. When 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 hereunder until he/she is in compliance with such requirement.
 8. The sick leave account for an employee returning to active service from duty disability retirement shall be the employee's unused sick leave credit or 30 working days of sick leave, whichever is greater.
 9. Employees reporting absent on sick leave shall be governed by the rules and regulations and standard operating procedures of the Police Department pertaining thereto in effect on the execution date of this Agreement.
 10. Attendance Incentive Program
 - a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2010, and ending the last day of Trimester 3, 2012. Nothing herein shall be construed as requiring the City to continue the program for time periods after the last day of Trimester 3, 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 Pay Period 19-27, whichever
is appropriate.
 - c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
 - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay for the full term of that trimester, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid

time off the payroll; and

- (2) During the full term of the trimester, the employee was in active service; and
- (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 20 days; and
- (4) The employee was represented by the MPSO at the end of the trimester period.

d. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for an attendance incentive program benefit, the commanding officer shall determine which one of the two types of attendance incentive benefits listed below the eligible employee shall receive (at the commanding officer's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Department):

- (1) A special attendance incentive payment

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

- (2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay must be used by the employee in

the next succeeding trimester. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the date requested and the date is determined available by the commanding officer in accordance with the needs of the Department. The processing of employee requests for time off earned under the attendance incentive control program shall be on a first-come, first-served basis. Decisions by the employee's commanding officer with respect to the availability of the date the employee has requested shall be final.

ARTICLE 19

FUNERAL LEAVE

1. DEFINITION: Funeral leave as provided herein is expressly for attending the funeral of a family member or relative.
2. Employees covered by this Agreement shall be granted leave of absence of the length requested by the employee as follows:
 - a. Not to exceed (3) three days with pay, in case of death of the employee's wife, husband, child, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandchild;
 - b. Not to exceed one (1) day with pay in case of death of the employee's grandparents; and
 - c. Not to exceed three (3) days with pay in case of death of the employee's step-mother, step-father or step-children by virtue of the employee's current spouse; during the employee's lifetime, eligibility to use step-parent funeral leave benefits shall be limited to one (1) step-father and one (1) step-mother, regardless of the number of step-parents.

An employee eligible for the leave with pay provided hereunder may only use that leave during the ten (10) consecutive calendar day time period immediately following the date of the death that occasioned the employee's request for the leave.

3. In the event of the death of any other relative, employees shall be permitted to change their next regular day off so they may attend the funeral.
4. Employees requesting a leave under the provisions of this Article, above, shall be governed by the Rules and Regulations of the Police Department.

ARTICLE 20

ILLNESS IN FAMILY

1. A leave of absence, with pay, for one day may be granted by a commanding officer to any member of his/her command in case of serious illness in his/her immediate family or other extraordinary emergency.
2. Employees reporting an absence under the provisions of Subsection 1, above, shall be governed by the Rules and Regulations of the Police Department.

ARTICLE 21

INJURY PAY

1. When an employee who is covered by this Agreement, sustains an injury within the scope of his/her employment for which he/she is entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), he/she may receive 80% of his/her base salary as "injury pay" instead of such worker's compensation benefits for the period of time he/she may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. The 80% provision shall become effective January 1, 1987, and shall cover employees receiving injury pay benefits on or after that date regardless of the date on which the compensable injury or recurrence thereof occurred.
2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly paycheck deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay as that base salary rate is established in the BASE SALARY Article of this Agreement.
3. After "injury pay" benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting worker's compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total or temporary partial disability benefits under the Worker's Compensation Act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.

4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.
5. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee. In the event the City recovers an amount of injury pay received by the employee, the City shall restore the employee's number of calendar days (equivalent amount of recovery) for said injury.
6. Whenever an employee sustains a compensable injury, he or she shall immediately notify his or her commanding officer of this fact. Each instance of injury pay that the employee fails to comply with the requirements of this subsection shall result in the employee losing his/her entitlement to any injury pay for that instance.
7. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the City will no longer require the 20% employee deduction from injury pay benefits provided for in subsections 1. and 2. of this Article, above.
8. Employees reporting absent due to a compensable injury shall be governed by the Rules and Regulations and Standard Operating Procedure of the Police Department pertaining thereto.
9. In no case shall temporary disability benefits and injury pay be allowed for the same period of time.
10. During the period of an employee's absence from duty due to a duty-incurred injury, the employee shall be permitted to leave his/her residence or place of confinement so long as

he/she has first obtained a written statement from his/her personal physician stating that such travel will further his/her recuperation and the employee has first presented his/her personal physician's statement to his/her commanding officer or shift commander.

Whenever an employee authorized to leave his/her residence or place of confinement, leaves the confines of Milwaukee County, he/she shall provide his/her commanding officer written advance notice of this departure indicating on the notice the time period he/she will be out of Milwaukee County, location(s) where he/she can be reached and, if a location has an address and/or telephone number, the address and/or telephone number of the location(s). While outside the confines of Milwaukee County, the employee shall be required to notify his/her commanding officer of his/her whereabouts by telephone of any changes in the locations indicated on the advance notice. During any fifteen (15) day period, an employee shall not be permitted to remain outside the confines of Milwaukee County for more than 14 consecutive calendar days. Except as provided herein and in subsection 6 of the VACATION Article of this Agreement, Rule 5, Section 7 of the Milwaukee Police Department Rules and Regulations shall remain unchanged and in full force and effect.

ARTICLE 22

TERMINAL LEAVE

1. An employee retiring on City pension under either the Employees' Retirement System of Milwaukee plan or the Policemen's Annuity and Benefit Fund plan (but excluding retirement on deferred pension when employee has less than 25 years' service or actuarially reduced pension, as they are defined in both plans) shall, upon retirement, be entitled to receive a lump sum payment equivalent to one eight-hour workday's base salary for each one eight-hour day of the employee's earned and unused sick leave up to a maximum of fifty-five (55) such equivalent eight-hour workdays of base salary. The term "eight-hour workday's base salary," as used herein, is defined as an amount equivalent to the employee's biweekly base salary, as defined and determined by the BASE SALARY Article of this Agreement, divided by 10.
2. When a terminal leave payment is paid to a deferred retiree with 25 or more years' service, the payment will be made on the deferred retiree's effective date of separation based on his/her pay rate and sick leave accumulation in effect at that time.
3. An employee shall be eligible to receive the terminal leave pay benefit only once during his/her lifetime.
4. Terminal leave payments shall not be construed as being part of employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
5. Terminal leave payments shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

ARTICLE 23

MILITARY LEAVES

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

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

b. Maximum Amount of Time Off With Pay

(1) Continuous Service

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

(2) Intermittent Service

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed eighty (80) hours during the calendar year.

(3) Combined Maximum

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis, shall not exceed eighty (80) hours in aggregate for military training duty and eighty (80) hours in aggregate for military duty in the State of Wisconsin because of riot or civil disturbance.

- c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes (as it may be amended from time to time), shall receive full City pay plus all military pay for duty covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a maximum equal to his/her City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits.
 - d. Return to City Employment from Short-Term Military Leave
The time off with pay for short-term military leaves provided hereunder shall be granted only if the employee taking such leave reports back for City employment at the beginning of his/her next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following such employee's release from military duty.
2. Long Term Military Leaves of Absence -- 90 Days or Longer Per Calendar Year
- a. Employees who enlist or are inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commanders-in-Chief thereof, shall be granted a leave of absence during the period of such service.
 - b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay

and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.

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

(1) Reinstatement from Military Reserve or National Guard Duty

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

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

(b) All Other Active Duty

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

For purposes of interpretation and construction of the provisions of subsections 2c(1) (a) and 2c(1) (b) of this subsection, full-time training or any other full-time duty performed by a member of the Reserve or National Guard component of the Armed Forces of the United States shall be considered active duty for training.

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

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

(3) Exclusions From Reinstatement Benefits

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

3. Military Funeral Leaves of Absence

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

4. Induction Examinations

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

conducted by a United States military agency.

5. Administration

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

ARTICLE 24

VACATIONS

1. Definitions

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

- a. **Anniversary Date:** The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.
 - b. **Active Service:** The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.
 - c. **Year of Service:** The duration of time in active service.
2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of service and at the sole discretion of the Chief of Police, be allowed to take vacation time within the year of appointment. However, if the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned and payments made during the vacation shall be deducted upon termination of employment.
3. An employee shall earn vacation time at the following rates:
- a. **Rates For Calendar Years 2010, 2011 and 2012.**

- (1) Eight (8) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of eighty (80) hours per calendar year for an employee with less than seven (7) years of active service.
 - (2) Twelve (12) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of one hundred twenty (120) hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.
 - (3) Sixteen (16) hours for each calendar month of active service up to a maximum of one hundred sixty (160) hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service.
 - (4) Twenty (20) hours for each calendar month of active service up to a maximum of two hundred (200) hours per calendar year for an employee with at least twenty (20) years of active service.
- b. For purposes of pro-rating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during the calendar month.
- c. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in subsection 5 below, shall be limited to the maximums noted in this subsection, above. These maximums are not guarantees; an employee is not entitled to any greater vacation with pay in a

calendar year than that which he/she has earned for that calendar year.

4. Employees must use vacation time during the calendar year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the calendar year for which it was earned shall lose all rights to the unused time off. Effective January 1, 2012, vacation shall be taken on a fiscal year basis.
5. 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 pay check. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.
6. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation scheduled during the period of such leave provided the Police Department Administration receives a written advance request to use the vacation, which indicates the time and place of the vacation, and provided further, the employee's private physician has authorized use of this vacation. Injured employees not using vacation scheduled during the period of their leave shall have their unused vacation rescheduled by the Police Department Administration when they return to duty, if it is possible to do so, before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar

year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused vacation at the end of the calendar year, computed on the basis of the employee's base salary rate in effect at the time for which the vacation was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Police Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation that the Police Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The vacation carried over shall be used by March 1 of the next following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over vacation shall be subject to availability of the dates requested by the employee, require prior approval by the employee's Commanding Officer and in no way affect the scheduling of other employees' vacations.

7. Employees on authorized sick leave shall have their vacation that was scheduled during such leave rescheduled by the Police Department Administration when they return to duty if it is possible to do so before the end of the calendar year. In the event the Police Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused vacation.
8. Employees in active service shall have time spent receiving a duty disability retirement allowance included as years of service for purposes of computing current and prospective

vacation benefits.

9. Segmented Vacation Periods

- a. An employee may segment up to all of the portion of his/her maximum annual vacation time entitlement earned under paragraph 3 that exceeds eighty (80) hours into units of one (1), two (2), three (3) or four (4) consecutive eight-hour work days. The aggregate amount of an employee's segmented vacation for a calendar year shall be deemed a segmented vacation period. All other vacation benefits to which an employee is entitled shall be taken in five (5) consecutive eight-hour work day units in accordance with existing Departmental practices.
- b. A segmented vacation period may be used during the time period from January 1 thru and including December 31 of a calendar year.
- c. An employee requesting a segmented vacation period in a calendar year shall, prior to March 15 of such calendar year, notify his/her commanding officer in writing of this fact on a form provided by the City, setting forth thereon the number of segmented days requested. Notification requirements as to the specific dates requested by the employee for his/her segmented vacation shall be as set forth in subsection 9.d., below. An employee failing to comply with this requirement shall not be permitted a segmented vacation period during such calendar year. The Police Department Administration shall have the authority to limit the aggregate number of segmented vacation days requested in the time period provided for in subsection b., above, if it determines that granting additional requests for segmented vacation periods will result in sufficient manpower being available to meet the needs of the Police Service.
- d. For each unit of segmented vacation, the employee shall provide his/her commanding officer with reasonable advance notice indicating the date(s) on which the employee wants to use such unit of segmented vacation; such advance notice shall be provided in writing no later than 72 hours prior to the first day of

the segmented unit of vacation. Except for requested segmented vacation dates occurring on or before March 15 of the calendar year, no requested dates for segmented vacation will be processed by the Department until all non-segmented vacations for that calendar year have been selected by every employee in the MPSO bargaining unit. All segmented days must be scheduled or requested on or before October 15th of the calendar year; provided, however, that subject to the approval of an employee's commanding officer, the October 15 deadline may be waived because of emergency, or other extraordinary circumstance, affecting the employee. An employee failing to comply with requirements of this subsection shall have his/her unused segmented vacation time scheduled for him/her by his/her commanding officer.

- e. All requests made by employees for scheduling units of segmented vacation that are submitted in accordance with the time limit and notice requirements provided above shall be processed on a first-come, first-served basis, subject to the availability of the dates requested determined by the employee's commanding officer. No request will be granted that results in another employee losing any non-segmented vacation dates he/she had previously selected in accordance with Departmental practices established for that purpose. In the event an employee's request for scheduling a unit of segmented vacation is in compliance with all of the time limit and advance notice requirements provided above, but the employee's commanding officer has determined that some or all of the dates requested by the employee for that unit are unavailable, it shall be the responsibility of the employee to schedule available substitute dates with his/her commanding officer.
- 10. The vacation with pay benefits computed under the provisions of this Article shall be the full and only vacation benefits to which employees covered by this Agreement shall be entitled during calendar years 2010, 2011 and 2012.
 - 11. The assignment and scheduling of vacations with pay shall be controlled by the Chief of

Police.

ARTICLE 25

TIME OFF FOR JURY DUTY

1. Employees covered by this Agreement shall be granted time off with pay for jury duty when they are legally summoned for jury duty, subject to the terms and conditions provided for in subsections 2 through 6, inclusive, of this Article, below.
2. When an employee is legally summoned to report for jury duty he/she shall:
 - a) Immediately notify his/her commanding officer and promptly submit to him/her a written report, in "matter of" form, showing the date he/she is required to report for such jury duty; and
 - b) Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and County of Milwaukee form 2448R16 (Official Jury Notice), and forward both documents to the Police Department Administration Bureau--Payroll Section; and
 - c) Submit a Certification of Jury Service form to the Police Department Administration Bureau--Payroll Section at the end of his/her jury duty. Copies of this form may be obtained from the Circuit Court Calendar Clerk.
3. While on authorized jury duty employees shall be considered by the Police Department to be working the day shift and shall be permitted to change their off-duty days (regular off and vacation days) subject to approval from the Police Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she receives (excluding official travel pay).
4. Employees shall not be eligible for overtime while on jury duty, even if such duty extends beyond eight hours in one day; nor shall they be eligible for overtime for work performed outside their regularly scheduled work shift that is the result of changes made pursuant to

subsection 3. of this Article, above.

5. On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on such day and reports thereto without receiving a jury assignment for that day, or if he/she is engaged in jury duty for part of such day, he/she shall immediately notify his/her commanding officer of this fact by telephone and report back to work for the remainder of his/her work day. If the employee is engaged in jury duty for part of a day that falls on a work day, then such requirement to report back to work shall not be applicable on days where the amount of time remaining in the employee's regularly scheduled eight-hour shift for that day, together with travel time from the jury duty site to the employee's Duty assignment location, does not allow for a work period of reasonable length; in this circumstance, the employee shall still be required to notify his/her commanding officer in accordance with the requirement set forth above. The criteria used in determining what constitutes reasonable length shall be based on present Police Department practices covering jury duty; notwithstanding the foregoing, an employee released from jury duty prior to 12:00 noon on a work day must report back to work for the remainder of his/her work day.

ARTICLE 26

PAID LUNCH

Present practices are continued for the duration of this Agreement.

ARTICLE 27

WORK DAYS OFF IN LIEU OF HOLIDAYS

1. Employees shall be entitled to receive up to ninety-six (96) hours off with pay in lieu of holidays per fiscal year, one eight-hour period of which shall be designated by the Chief of Police to commemorate Dr. Martin Luther King's birthday.
2. Employees in active service less than a fiscal year shall be entitled to time off in lieu of holidays with pay prorated on the basis of their length of service during the fiscal year. Time off in lieu of holidays shall be earned at a rate of eight (8) hours per calendar month for each calendar month in a calendar year that the employee was on the Police Department payroll. For purposes of interpretation of this provision, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the Police Department payroll for the full calendar month; in the event the employee is on the Police Department payroll for less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during such calendar month.
3. Except as provided in subsection 4 of this Article, below, such time off with pay shall be used by the employee in the fiscal year in which they are earned; employees who do not use all of their entitled time off in lieu of holidays within the fiscal year in which it was earned shall lose all right to the unused time off.
4. If an employee is unable to use all of the time off in lieu of holidays with pay to which the employee is entitled during a fiscal year because of an extended period of authorized sick leave that does not allow the Chief of Police to reschedule some or all of the employee's unused time off in lieu of holidays in that fiscal year, then the City, upon the employee's return to duty in the next fiscal year, will restore to the employee's sick leave account an amount of time equal to the amount of such unused time off in lieu of holidays with pay that the Chief of Police was unable to reschedule. This provision shall only cover time off in lieu of holidays that is not integrated into the employee's regular work schedule. (In the

case of an employee assigned to a District Station on an eight-hour shift basis whose regular work schedule is five days on-duty, two days off-duty, followed by four days on-duty, two days off-duty, etc., this provision would cover the 32 hours off in lieu of holidays per fiscal year that are not integrated into the employee's regular work schedule and would not cover any of the 64 hours off in lieu of holidays per fiscal year that are integrated into the employee's regular work schedule.)

5. The scheduling of work days off in lieu of holidays with pay shall be controlled by the Chief of Police.

ARTICLE 28

HOLIDAY PREMIUM PAY

1. Except as provided in paragraph 2, employees who are assigned to duty on July 4, December 25, January 1 and/or Labor Day (first Monday in September) of a calendar year shall be compensated in cash at a rate of one and one-half (1½X) their base salary for all such assigned duty worked from 12:00 a.m. through 11:59 p.m., inclusive, during such days.
2. An employee may elect to receive such holiday compensation in compensatory time off in lieu of cash, subject to the following terms and conditions:
3. For administrative purposes, all time so worked shall be computed to the nearest 0.1 of an hour. For purposes of interpretation and construction of this Article, the compensation herein provided shall only be granted for authorized duty occurring on the actual calendar dates that the four (4) holidays listed above fall; no such compensation will be granted for duty on any other calendar date on which these four (4) holidays may officially be celebrated or observed pursuant to law.
4. Application of the provisions enumerated herein shall not involve pyramiding of the compensation described herein. No employee shall receive overtime benefits and/or shift or weekend differential benefits in addition to holiday premium pay.
5. Any payment made in addition to the employee's base salary under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits.

ARTICLE 29

UNIFORM AND EQUIPMENT

1. Replacement Allowance

- a. Employees covered by this Agreement designated by the Chief of Police as Uniformed Personnel

(1) For Employees in Police Sergeant Job Classification:

- (a) The City shall replace articles of current initial allowance of uniform and equipment prescribed by the Chief of Police and in addition up to two shirts or one sweater and one turtleneck shirt or any combination thereof totaling two items per year whenever such articles have been condemned on account of normal wear and tear. At his/her option, the employee may have either a summer short sleeve shirt or a winter long sleeve shirt or a turtleneck replaced. The Chief of Police shall issue a requisition to a vendor selected by the Standards and Procurement Division for each article replacement of which is required. Whenever an article has been replaced through requisition, the employee shall be required to present the requisitioned article to the Police Academy for approval and the employee shall be required to turn in the condemned article at the Police Academy.
- (b) Upon promotion to the rank of Police Sergeant, the City shall provide the employee with the following items of uniform:

Sergeant Stripes (for shirts, 4 pr.)

Sergeant Stripes (for uniform coats, 3 pr.)

One Gold Braid (for cap)

One heavy-gauge name tag

One light-gauge name tag

- (2) For employees in Deputy Inspector of Police, Captain of Police or Lieutenant of Police Job Classifications:
- (a) The City shall replace articles of current initial allowance of uniform and equipment prescribed by the Chief of Police and in addition up to two shirts or one sweater and one turtleneck shirt or any combination thereof totaling two items per year whenever such articles have been condemned on account of normal wear and tear. The Chief of Police shall issue a requisition to a vendor selected by the Standards and Procurement Division for each article replacement of which is required. Whenever an article has been replaced through requisition, the employee shall be required to present the requisitioned article to the Police Academy for approval and the employee shall be required to turn in the condemned article at the Police Academy.
- (b) Upon promotion to the rank of Lieutenant of Police, the City shall provide the employee with the following items of uniform:
- Cap, all season
 - Overcoat, long
 - Dress Blouse (1)
 - Dress Trousers (1)
 - Stripes (for trousers, 2 pr.)
 - Stripes (for blouse, 1 pr.)
 - White Uniform Shirts (4)
 - Silver bars (5 pr.)
 - Shoulder Board (1 pr.)
- (c) Upon promotion to the rank of Captain of Police, the City shall provide the employee with the following items of uniform:

Gold bars (5 pr.)

Shoulder Board (1 pr.)

- (d) Upon promotion to the rank of Deputy Inspector of Police; the City shall provide the employee with the following items of uniform:

Cap (with metallic gold embroidered visor)

Single Oak Leaf (5 pr.)

Shoulder Boards (1 pr.)

- (3) The City shall provide employees a uniform and equipment maintenance allowance of \$300 per calendar year.
- (4) Payments made under subsection 1.a. (3) of this Article shall be paid in December of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of length of service designated as uniformed personnel will be made for those employees designated as uniformed personnel for less than a full calendar year. For purposes of pro rating, an employee designated as uniformed personnel for at least 14 days in a calendar month shall be deemed as having been designated uniformed personnel for the full calendar month; in the event the employee is designated as uniformed personnel for less than 14 days in a calendar month, then the employee shall be deemed as not having been designated as uniformed personnel at all during said calendar month.
- (5) All items of initial issue prescribed from time to time by the Chief of Police shall remain the property of the City and shall revert to the Police Department upon the employee's severance.

b. All Other Employees Covered by This Agreement

- (1) For employees not designated by the Chief of Police as Uniformed Personnel, the City shall provide a clothing allowance of \$450 per calendar year. Such payments shall be made in December of the year in which they

were earned.

(2) Pro-rating

Pro-rata adjustment to the nearest calendar month on the basis of length of service while not designated as uniformed personnel shall be made for those employees not designated as such for less than a full calendar year.

For purposes of pro-rating, an employee on the payroll, while not designated as uniformed personnel for at least 14 days in a calendar month, shall be entitled to receive the payment provided in subsection 1.b.(1) for that calendar month; an employee not designated as uniformed personnel for less than 14 days in a calendar month shall not be entitled to receive the payment provided in subsection 1.b.(1) for that calendar month.

2. During the term of this Agreement each member of the bargaining unit shall be compensated for items of uniform and equipment prescribed by the Police Department which are either (1) directly or indirectly destroyed in the line of duty, or (2) stolen from the member while such member is on duty. The provisions of item (2) of this paragraph shall only be applicable to claims made in relation to incidents of theft occurring after December 31, 1994, and where there is no negligence on the part of the member. The Chief of Police shall assess the amount of the damage, and he shall assess the amount of loss resulting from incidents of theft compensable hereunder. For purposes of interpretation and construction, the term "items of uniform and equipment prescribed by the Police Department" as used herein shall only cover those items that were compensable under the terms of the UNIFORM AND EQUIPMENT Article of the 1997-1998 City/MPSO Agreement. Additionally, the Chief may, at his discretion, approve other items of Uniform and Equipment as compensable hereunder and shall assess the amount of damage or loss for such items.
3. Payments made under the provisions of this Article shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe

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

4. Notwithstanding any other provision of this Article, during a calendar month employees shall not be entitled to receive benefits under both subsections 1.a. (2) and 1.b.(1); instead eligibility for receipt of benefits under either of these two subsections shall be predicated on the length of service therein, the subsection with greater service determining the benefit (in the event the length of service is identical the employee shall be entitled to elect the subsection under which his benefits shall be determined).
5. A joint labor/management committee shall be established to discuss matters relating to uniforms and equipment for employees covered by this Agreement. The committee shall consist of two (2) representatives designated by the Chief of Police and two (2) representatives designated by the MPSO. The committee's recommendations if any, shall be by consensus and shall be made to the Chief of Police. Such recommendations shall be advisory only and shall not be binding on the parties.

ARTICLE 30

SAFETY GLASSES

The City will provide safety glasses for police officers who are required to wear glasses for corrective purposes under the same provisions under which these glasses are provided for other City employees. Such glasses shall remain the property of the City of Milwaukee.

ARTICLE 31

AUTO ALLOWANCE

1. An employee may at his/her option use his/her privately owned vehicle for Departmental business only under express authorization from his/her commanding officer. When such use is authorized, the City will indemnify the employee for any property damage sustained by his/her automobile and shall represent the employee and shall be responsible for any judgment, damages and costs entered against the employee for acts arising out of his/her official capacity while acting within the scope of his/her employment.
2. When an employee is authorized by his/her commanding officer to use his/her private vehicle on Departmental business, in accordance with Departmental procedures established for that purpose, and the vehicle sustains damage during such use, the employee shall submit a written report of the damages to his/her commanding officer before the end of the work shift in which the damages occurred. The report shall include a description of the damages, the date and time of occurrence, and the cause. Reasonable costs of damages from causes other than negligence of the employee will be reimbursed by the City, provided the employee submits documentation of such costs to his/her commanding officer no later than seven (7) calendar days following the occurrence of the damages.

ARTICLE 32

LOCKERS

Present practices are continued for the duration of this Agreement.

ARTICLE 33

BOMB SQUAD PAY

1. Employees assigned by the Chief of Police to the Bomb Squad shall receive an amount in addition to base salary equivalent to \$240 per annum.
2. Payments made under the provisions of this Article shall be paid after December 31 of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of service in the Bomb Squad will be made for those employees who were assigned to the Bomb Squad for less than a full calendar year. For purposes of pro rating, an employee assigned to the Bomb Squad for at least 14 days in a calendar month shall be deemed as having been assigned to the Bomb Squad for the full calendar month; in the event the employee is assigned to the Bomb Squad less than 14 days in a calendar month, then the employee shall be deemed as not having been assigned to the Bomb Squad at all during the calendar month.
3. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

ARTICLE 34

UNDERWATER INVESTIGATION UNIT PAY

1. Employees assigned by the Chief of Police to the Underwater Investigation Unit shall receive an amount in addition to base salary equivalent to \$240 per calendar year.
2. Payments made under the provisions of this Article shall be paid after December 31 of the year in which they were earned. Pro rata adjustment to the nearest calendar month on the basis of service in the Underwater Investigation Unit will be made for those employees who were assigned to the Underwater Investigation Unit for less than a full calendar year. For purposes of pro-rating, an employee assigned to the Underwater Investigation Unit for at least 14 days in a calendar month shall be deemed as having been assigned to the Underwater Investigation Unit for the full calendar month; in the event the employee is assigned to the Underwater Investigation Unit less than 14 days in a calendar month, then the employee shall be deemed as not having been assigned to the Underwater Investigation Unit at all during the calendar month.
3. Payments made under the provisions of this Article shall not be construed as being part of employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

ARTICLE 35

EDUCATIONAL PROGRAM

The following shall be effective January 1, 2010 through December 31, 2011:1. Subject to the terms and conditions provided in subsections 2 through 9, below, for calendars year 2010 and 2011, the City will make the following annual payments to employees upon their completion of course work described in subsection 6, below:

\$95/calendar year for employees with at least 16 credits, but less than 28 credits.

\$145/calendar year for employees with at least 28 credits, but less than 40 credits.

\$195/calendar year for employees with at least 40 credits, but less than 52 credits.

\$245/calendar year for employees with at least 52 credits, but less than 64 credits.

\$295/calendar year for employees with at least 64 credits, but less than 90 credits;

or if eligible employee is in possession of an associate degree .

\$370/calendar year for employees with at least 90 credits, but less than 120 credits.

\$470/calendar year for employees with 120 or more credits, but not possessing a bachelor's degree.

\$770/calendar year for a bachelor's degree.

No employee may receive more than \$770 of Educational Pay for a calendar year regardless of the number of degrees and credits earned; no employee may receive more than \$470 of Educational Pay for a calendar year unless the employee holds a bachelor's degree.2. These annual payments termed, "Educational Pay", shall be in addition to employees' base salary and shall be made as soon as possible after December 31, of the calendar year in which eligibility is established therefore. Except as provided in subsection 3, Educational Pay will not be paid to an employee for any calendar year the employee does not remain in the employment of the Police Department for the full calendar year. Employees who attain the required educational credits during a calendar year shall be paid a prorated amount computed from the first pay period after the

educational courses are completed (and reported to the City) to December 31 of that calendar year.

3. An employee retiring on pension or on authorized leave shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired or was on authorized leave, computed to the nearest calendar month. For purposes of prorating, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.
4. No employee will be eligible for Educational Pay unless he/she has a minimum of five years active service on the police force.
5. Educational Pay shall not be used in the calculation of overtime pay or in the calculation of pension benefits. 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.
6. Courses approved for which payment will be made under this provision will be courses in which credits have been successfully earned from an educational institution accredited by one of the accreditation associations named in section 7., below.
7. Courses approved for which payment shall be made under this provision shall be limited to courses of study in which the credits have been successfully earned from an educational institution accredited by any of the following regional accreditation associations:

North Central Association of Colleges and Schools

Middle States Association of Colleges and Schools

New England Association of Schools and Colleges, Inc.

Northwest Association of Colleges and Schools

Southern Association of Colleges and Schools

Western Association of Schools and Colleges

8. Employees who have earned a degree shall request that the degree-granting collegiate institutions send a report to the Milwaukee Police Department with a statement as to the date on which the degree was conferred, the major field of study pursued, and that the institution was a member in good standing of an association listed in 7., above, at the time the degree was granted.
9. It shall be the sole responsibility of the employee to provide the Police Department Administration with evidence of successful completion of the course work for which Educational Pay is being sought; such evidence shall be as prescribed by the Chief of Police and shall include, but not be limited to, official transcripts, degree/diploma, and the date(s) credits were earned and degrees were conferred. The employee shall be solely responsible for any costs associated with providing this evidence.

The following shall be effective January 1, 2012 through December 31, 2012.

1. Subject to the terms and conditions provided in subsections 2 through 6, below, for calendar year 2012, the City shall add the following amounts to an employee's base biweekly salary upon their completion of course work described in subsection 3., below. After the payments for calendar year 2011 (paid in 2012) are made, there shall be no lump sum annualized Educational payments.

Associate's Degree or 64 Credits - \$400 (\$15.34 bi-weekly)

Bachelor's Degree - \$900 (\$34.52 bi-weekly)

Master's Degree or Higher - \$1,100 (\$42.19 bi-weekly)

2. No employee will be eligible for Educational Pay unless he/she has a minimum of five years active service on the police force.
3. Courses approved or Degrees attained for which payment will be made under this provision will be courses in which credits have been successfully earned or Degrees successfully attained from an educational institution accredited by one of the accreditation associations named in section 4., below.

4. Courses approved or Degrees attained for which payment shall be made under this provision shall be limited to courses of study in which the credits have been successfully earned or Degrees successfully attained from an educational institution accredited by any of the following regional accreditation associations:
 - North Central Association of Colleges and Schools
 - Middle States Association of Colleges and Schools
 - New England Association of Schools and Colleges, Inc.
 - Northwest Association of Colleges and Schools
 - Southern Association of Colleges and Schools
 - Western Association of Schools and Colleges
5. Employees who have earned a degree shall request that the degree-granting collegiate institutions send a report to the Milwaukee Police Department with a statement as to the date on which the degree was conferred, the major field of study pursued, and that the institution was a member in good standing of an association listed in 4., above, at the time the degree was granted.
6. It shall be the sole responsibility of the employee to provide the Police Department Administration with evidence of successful completion of the course work for which Educational Pay is being sought; such evidence shall be as prescribed by the Chief of Police and shall include, but not be limited to, official transcripts, degree/diploma, and the date(s) credits were earned and degrees were conferred. The employee shall be solely responsible for any costs associated with providing this evidence.

ARTICLE 36

TUITION AND TEXTBOOK REIMBURSEMENT

1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be duplication of these benefits paid the employee.
2. If an employee is ineligible to receive tuition and/or textbook reimbursement under the provisions of Subsection 1 of this Article, the City will reimburse tuition and textbook costs incurred by the employee up to a combined maximum (tuition and textbook costs added together) of \$1,200 per calendar year. A member may use up to \$150 per year of annual tuition and textbook reimbursement to pay for membership in job-related professional organizations approved by the Chief of Police and by the Department of Employee Relations.
3. All courses of study for which reimbursement is requested by an employee under the provisions of Subsection 2 of this Article shall be job-related and approved by the Police Chief before any such reimbursement is paid to the employee by the City. Coursework approved to be on City time by both the Police Chief and by the Department of Employee Relations may be on City time.
4. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees must submit an application for reimbursement and itemized receipts to a City-designated administrator on a form provided by the City no later than eight (8) weeks following the last course date of the course for which reimbursement is requested.
5. In order to qualify for reimbursement under Subsection 2 of this Article, above, employees shall present evidence to a City-designated administrator of successful completion for those Police Department-approved courses of study for which they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion of such Police Department approved courses of study and shall consist of the final grade report for each such Police

Department approved course of study. A Police Department approved course of study shall be deemed successfully completed if:

- a. A grade of "C" or higher is received and such course of study is an undergraduate course of study; or
 - b. A grade of "B" or higher is received and such course of study is a graduate course of study; or
 - c. When grades are not given or a non-credit course of study is taken, 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.
6. Payment of reimbursement described in Subsection 2 of this Article shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the Police Department approved courses of study for which such reimbursement is being requested is received by aforesaid City designated administrator. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet the criteria in section 5., above, payment may be deducted from the employee's paycheck.
 7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
 8. Employees must remain in 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.

ARTICLE 37

AGENCY SHOP

1. Subject to the terms and conditions provided in subsections 2 through 9, below, the City agrees to allow the MPSO an agency shop as permitted by the provisions of Section 111.70 of the Wisconsin Statutes.
2. No member of the bargaining unit is required to join the MPSO. However, membership in the MPSO is open to all members of the bargaining unit who choose to join and comply with the constitution and by-laws of the MPSO. No person will be denied membership in the MPSO because of race, ethnic origin, sex or religious affiliation.
3. The City will deduct from the biweekly earnings of all employees covered by this Agreement an amount that is equal to that part of the monthly dues certified by the MPSO as the dues deduction uniformly required of all members and pay said amount to the Treasurer of the MPSO within 30 calendar days after the payday from which such deduction was made.
4. The City will not deduct the dues of any employee in a two week pay period unless the employee is a member of the MPSO bargaining unit for at least 7 calendar days in such pay period.
5. The City reserves the right to stop, withhold, or modify dues deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
6. Changes in dues to be deducted shall be certified to the City Labor Negotiator by the MPSO at least thirty calendar days before the start of the pay period the new deduction schedule is to be effective.
7. Dues deductions for new employees in the MPSO bargaining unit will be made from their first paycheck.
8. The MPSO will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the MPSO.

9. The MPSO shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or fair-share deductions or the interpretation, application or enforcement of this provision.

ARTICLE 38

DUES CHECK-OFF

1. The provisions of this Article shall cover employees only if the AGENCY SHOP provision of this Agreement is determined by a competent court or tribunal to be inoperative; in which event this provision shall be deemed a mutually satisfactory replacement for the AGENCY SHOP provision and the provisions of subsection 2. of the WAIVER OF FURTHER BARGAINING Article shall not apply.
2. Employees may authorize the City to deduct MPSO dues from their paychecks by executing an authorization card, such authorization card prescribed by the City.
3. Check-off shall become effective two pay periods following the date the employee's executed authorization card is received by the City-designated administrator. If any employee wishes to withdraw from check-off, he/she shall pay a fee of \$2.00 to the City Treasurer and obtain a revocation card in accordance with procedures established for that purpose by the City. Such withdrawal will become effective four pay periods after filing.
4. The MPSO shall file a report with the City Comptroller's Office certifying the amount of employee dues deduction that is uniformly required of all employees represented by the MPSO. Changes in uniform employee dues deductions shall be certified by the MPSO and filed with the City Comptroller's Office at least 15 calendar days before the start of the pay period the new uniform dues deduction schedule is to become effective.
5. An employee newly appointed to a classification represented by the MPSO may authorize the City to deduct MPSO initiation assessment from his/her paycheck by executing an authorization card prescribed by the City for this purpose and submitting it to a City-designated administrator within 60 calendar days following his/her appointment date. The initiation assessment check-off shall become effective with the third pay period following the date the authorization card is received by the City administrator and shall be made in four (4) equal installments spread over four (4) pay periods. Once authorized, an employee may not withdraw from the check-off except for separation from active service

in an MPSO-represented position. The MPSO shall file a report with the City Comptroller's Office certifying the amount of employee initiation assessment that are uniformly required of all new employees represented by the MPSO. Changes in uniform initiation assessment shall be certified by the MPSO and filed with the City Comptroller's Office at least 15 calendar days before the start of the pay period the new uniform dues deduction schedule is to become effective.

ARTICLE 39

MEETING TIME

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

ARTICLE 40

NEGOTIATIONS

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

ARTICLE 41

BANK OF HOURS FOR MPSO ACTIVITY

The MPSO shall advise the City of the names of the members of its Board of Directors. Such members in aggregate shall be entitled to a maximum of 1,500 hours per calendar year paid time off subject to the following terms and conditions:

1. Such paid time off shall be limited to MPSO membership meetings, Board of Directors meetings, and to serve as requested in representing Association members or other related MPSO business.
2. Except for serving as requested in representing MPSO members or other related MPSO business, the MPSO shall provide the Chief of Police with written notice of each such meeting and the members to be released on account thereof. Seven days' notice shall be provided for all but two meetings during a calendar year; for the two meetings not requiring the seven-day notice, written advance notice of not less than 24 hours shall be given. The time limits for such advance notice shall be computed beginning with the date the written notice is received by the Police Department Administration (if the notice is hand-delivered) or beginning with the date on the postmark accompanying the notice (if the notice is mailed) and ending on the date of the meeting for which release is requested. In the event that the notice requirement herein is not given, the Chief of Police shall not be obligated to release members for a meeting.
3. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
4. Reimbursement
 - a. Each month the MPSO shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month.
 - b. Each month the MPSO shall also reimburse the City an amount equivalent to the overtime premium (1/2X) paid employees required to work overtime as a result of members utilizing paid time off under the provisions of this Article during such

month. The Police Department Administration shall determine the amount of overtime premium owed the City.

- c. This subsection shall not apply to the first 1000 hours of paid time off provided hereunder used in each year of this Agreement.
- d. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the MPSO is in non-compliance with the reimbursement requirements provided by subsection 4a. and 4b. of this Article, above.

ARTICLE 41A

MPSO NEGOTIATING TIME

1. The MPSO shall provide the City Labor Negotiator with the names of the members of its Board of Directors and the names of those Board members who will comprise the MPSO Negotiating Committee.
2. Subject to the terms and conditions hereinafter provided, members of the MPSO Negotiating Committee shall be entitled to paid time off computed at straight time (1x) rates for authorized City-MPSO negotiating meetings. The amount of paid time off provided shall be limited to the length of each authorized City-MPSO negotiating meeting, including reasonable travel time from site of employment to site of meeting, but in no event shall payment be made for time greater than eight (8) hours per day.
3. For each authorized City-MPSO negotiating meeting, the MPSO shall provide the City Labor Negotiator with the names of the MPSO bargaining committee members attending the meeting who are to be covered by the provisions of this Article. Those names shall be provided sufficiently in advance of the meeting to permit the City Labor Negotiator to give reasonable advance notice to the Chief of Police of the meeting.
4. Reimbursement
 - a. Each month the MPSO shall reimburse the City an amount equivalent to the base salary paid members under the provisions of this Article during such month.
 - b. Each month the MPSO shall also reimburse the City an amount equivalent to the overtime premium (1/2x) paid employees required to work overtime as a result of members utilizing paid time off under the provisions of this Article during such month. The Police Department Administration shall determine the amount of overtime premium owed the City.
 - c. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the MPSO is in non-compliance with the reimbursement requirements provided by subsections 4a. and 4b. of this Article, above.

- d. This subsection shall not apply to the first 200 hours of paid time off provided hereunder used in each year of this Agreement.
- 5. The City Labor Negotiator shall interpret and administer the provisions of this Article.

ARTICLE 42

LIMITATIONS UPON MPSO ACTIVITY

1. No MPSO member or officer shall conduct any MPSO business on City time except as specified in this Agreement or as authorized by the Chief of Police, or the City Labor Negotiator.
2. No MPSO meeting shall be held on City time nor on City property.

ARTICLE 43

OFF-DUTY EMPLOYMENT

1. Except as otherwise herein provided, employees covered by this Agreement shall devote their whole time and attention to the service of the Police Department and they are expressly prohibited from engaging in any other business or occupation. Employees covered by this Agreement shall be permitted to work up to a maximum of 32 hours per pay period (but no more than 20 hours in any one calendar week) on a noncumulative basis in another business or occupation provided that such employment is approved by the Chief of Police; and provided further that such employment does not occur while the employees are on sick leave or duty-incurred injury leave or during a period of an existing emergency; and provided further that such employment does not interfere with the rights of the Chief of Police to schedule or assign overtime.
2. The Chief of Police shall have the right to establish Rules and Regulations to administer and control the off-duty employment benefits provided in Subsection 1 of this Article.

ARTICLE 44

DUTY ASSIGNMENT

An employee holding a rank lower than that of Captain of Police shall, upon appointment and after taking and subscribing his or her oath of office, be assigned to night duty at a work location designated by the Chief of Police. Employees holding ranks lower than that of Captain of Police shall be assigned to day duty according to seniority in their respective ranks and positions. Temporary exceptions to such shift assignments may be made in accordance with existing Departmental practices.

With respect to an employee holding the rank of Deputy Inspector of Police or Captain of Police, the Chief of Police will consider an employee's seniority in rank or position for purposes of assigning such employee to a day duty assignment. The Chief of Police, however, has the final authority to assign employees in these ranks to day duty, or to night duty if the Chief of Police determines it is necessary to serve some special need of the Department. The Chief of Police's discretion in this regard shall be final and not subject to the grievance procedure set forth in the Contract Enforcement Procedure Article of this Agreement.

ARTICLE 45

POLITICAL LEAVES OF ABSENCE

1. If and when an employee chooses to run for political office, he or she shall notify the Chief of Police of his or her intention and, if there is a contest, file for a leave of absence:
 - a. Any such request for a leave of absence shall be granted and shall take effect no later than the date on which nomination papers are filed for the political office in question.
 - b. While engaged in political activity, the person, i.e., candidate, shall not communicate with any person who is serving in the Milwaukee Police Department who is subordinate to that person for any political purpose whatsoever.
 - c. It shall be improper for such persons to require or request the political service or political support of any subordinate.
 - d. Such person shall not use the influence of his/her office for political purposes.
2. The requirement that an employee file for a leave of absence after deciding to run for political office shall not apply if the political office is a non-partisan, part-time position.

ARTICLE 46

UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE

1. Female Maternity/Childrearing Leave

a. Unpaid Maternity Leave

(1) Length of Leave

Maternity leave shall be granted solely for the purposes of a medical disability associated with pregnancy. A female employee shall be entitled to an unpaid maternity leave of absence beginning on the date her attending physician determines she is no longer fit for duty on account of medical reasons associated with her pregnancy and ending no later than 135 consecutive calendar days following the date of delivery resulting from such pregnancy.

(2) Notification Requirements

Maternity leave shall be granted an employee effective upon her attending physician attesting in writing to the employee's lack of fitness for duty on account of medical reasons associated with her pregnancy. Within seven (7) consecutive calendar days following the date of her delivery, the employee shall provide written notice to the Department Administration indicating thereon the date of delivery. No later than 45 consecutive calendar days following that date, the employee shall see to it that her attending physician provides the Department Administration with a written statement indicating the status of the employee's fitness for return to duty.

(3) Extension of Maternity Leave

At his/her discretion, the employee's attending physician may extend the term of maternity leave beyond the 135-day post-delivery maximum, described above, for medical reasons associated with such pregnancy until such time as he/she determines that the employee is fit for return to duty. In

this event the attending physician shall submit the reasons for such extension, and its expected duration, in writing to the Department Administration prior to the date on which such 135-day post-delivery maximum occurs.

(4) Fitness for Duty

When the employee's attending physician determines that she is fit for return to duty, the employee shall see to it that her attending physician provides the Department Administration with a written statement, within 48 hours of such determination, indicating the date on which the employee is fit for return to duty. This requirement shall apply regardless of whether the determination occurs prior to the 135-day post-delivery maximum or during an authorized extension therefrom; if the determination is made prior to the 135-day maximum, the employee shall be permitted to continue her maternity leave until the date on which the 135-day maximum is reached.

b. Unpaid Childrearing Leave

When requested, a female employee shall be entitled to an unpaid childrearing leave of absence of not more than 130 consecutive calendar days, beginning on the date her maternity leave ends. Such leave shall be granted solely for the purpose of childrearing.

- c. The leave provided by subsections 1.a. and 1.b. of this Article, above, shall be without pay except that the employee may use her accumulated sick leave during the maternity portion of such leave so long as her attending physician determines that she is unfit for duty on account of medical reasons associated with her pregnancy. An employee may use the accumulated vacation, holiday time or compensatory time off, to which she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. Except when maternity leave is extended for medical reasons, as hereinbefore provided,

the unpaid portion of such leaves, together with the paid portion, shall not exceed the time limits provided for in subsections 1.a. and 1.b., above. Under no circumstances shall an employee be entitled to the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave nor shall she be entitled to the benefits under such INJURY PAY Article during a period of a maternity leave.

- d. A female employee making application for maternity or childrearing leave shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration, and indicate thereon the expected starting date for such leave, the approximate date of delivery and anticipated return to duty.

2. Male Childrearing Leave

- a. When requested, a male employee shall be entitled to an unpaid childrearing leave of absence for up to 130 consecutive calendar days beginning on the date the employee's spouse gave birth to a child. Such leave shall be granted solely for the purpose of childrearing.
- b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave together with the paid portion shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a childrearing leave.
- c. A male employee making application for a childrearing leave shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration, and indicate thereon the starting date of such childrearing leave and the anticipated date such leave will end.

3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

- a. When requested, an employee shall be granted an unpaid special childrearing leave of up to 130 consecutive calendar days in the event such employee legally adopts a child under age five and the terms of the adoption require the presence of one adoptive parent with the child. The employee shall be required to provide documentation of such adoption to the Police Department Administration. Such leave shall begin on the effective date of placement of the adopted child in the employee's home.
- b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he/she is entitled to receive under the VACATION, HOLIDAY and OVERTIME Articles of this Agreement during such leave. The unpaid portion of such leave, together with the paid portion, shall not exceed 130 consecutive calendar days. Under no circumstances shall an employee be entitled to receive the benefits provided under the SICK LEAVE and INJURY PAY Articles of this Agreement during a period of a special childrearing leave.
- c. An employee making application for a special childrearing leave for adoption purposes shall provide the Police Department Administration with written advance notice, in a manner prescribed by the Administration and indicate thereon the starting date of such special childrearing leave and the anticipated date such leave will end.

4. Reinstatement

a. Unpaid Leave of Absence Less Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of less than 90 consecutive calendar days in duration shall submit such request in writing to the Police Department Administration sufficiently in advance of the date on which return to duty is requested to allow for

either normal processing of payroll records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for this processing and the Departmental medical examination required in subsection 4.c. of this Article, below, (childrearing leave). An employee meeting the requirements of subsection 4.c. shall be reinstated to the position classification he/she occupied immediately prior to such leave as of the date he/she requested return to duty.

b. Unpaid Leave of Absence Equal to Or Greater Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of 90 consecutive calendar days in duration or longer shall submit such request in writing to the Police Department Administration sufficiently in advance of the date on which return to duty is requested to allow for either normal processing of payroll records prior to reinstatement to duty from an unpaid leave status (maternity leave) or, for this processing and the Departmental medical examination required in subsection 4.c. of this Article, below. An employee meeting the requirements of subsection 4.c., below, shall be reinstated to the position classification he/she occupied immediately prior to such leave as follows:

- (1) If a vacancy exists in such position classification on the date such employee requests return to duty, then the employee's reinstatement shall be effective on that date.
- (2) If no vacancy exists in such position classification on the date such employee requests return to duty, then the employee's reinstatement shall be effective on the first date following the requested date that such vacancy occurs.

c. Departmental Medical Certification Requirement

Prior to his/her return to duty from an authorized childrearing leave provided hereunder the employee shall be required to provide medical certification from

their personal physician establishing the employee's fitness for return to duty.

Fitness for return to duty requirements from unpaid maternity leave status shall be as provided for in subsection 1.a.(4).

5. Administration

- a. Off-duty employment for an individual during a leave of absence provided hereunder shall be governed by the provisions of the OFF-DUTY EMPLOYMENT Article of this Agreement; the terms and conditions under which such off-duty employment is permitted shall be the same as those applicable to employees in active service.
- b. No benefits, including salary step increments, shall accrue to the individual during the unpaid portion of such leave.
- c. An employee who has been reinstated to duty from an unpaid childrearing leave granted for the birth, or adoption, of his/her child shall not be permitted an additional period of unpaid childrearing leave for that child.

ARTICLE 47

NOTICES

1. All notices required to be sent by the MPSO to the City shall be sent in writing by certified mail to the City Labor Negotiator.
2. All notices required to be sent by the City to the MPSO shall be sent in writing by certified mail to the offices of the MPSO.
3. Subject to their mutual consent, the City and MPSO may waive the certified mail requirements provided above where they deem it appropriate.
4. If the MPSO intends to file an action against the City with the Wisconsin Employment Relations Commission, it shall provide the City Labor Negotiator with timely advance written notice of such intent. Upon so filing such notice with the City Labor Negotiator, representatives of the MPSO shall meet with the City Labor Negotiator, or his/her designee, in an attempt to resolve the matter which precipitated the MPSO's intent to file such action. Thereafter, if the MPSO decides to file such action with the WERC, it shall provide the City Labor Negotiator with a copy of the documents filed with the WERC in the matter at the same time it serves notice of its action upon the City pursuant to applicable legal requirements.

ARTICLE 48

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law are delegated to the Common Council, the Chief of Police and the Fire and Police Commission and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon them.
2. The City shall administer and control the Articles and provisions of this Agreement.
3. The parties hereto recognize that those rules and regulations established and enforced by the Fire and Police Commission and/or the Chief of Police, which affect the wages, hours, and working conditions of the police officers included in the collective bargaining unit covered by this Agreement are subject to the collective bargaining process pursuant to Section 111.70, Wisconsin Statutes.
4. The provisions of this Agreement are binding upon the parties for the term thereof. The MPSO having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Common Council, the Chief of Police or the Board of Fire and Police Commissioners, including rules and regulations established by the Board of Fire and Police Commissioners and the Chief of Police.
5. During the term of this Agreement, prior to the establishment of new rules or regulations or changes in existing rules or regulations that do not fall within the City's unfettered management functions, the Milwaukee Police Supervisors' Organization shall be afforded the opportunity to negotiate with the Chief of Police as follows:

Whenever the Chief of Police proposes to establish a new rule or make a change in an existing rule, if such proposal in its operation will affect wages, hours or

conditions of employment of members of the bargaining unit represented by the Milwaukee Police Supervisors' Organization, hereinafter referred to as "MPSO," he or she shall present his or her written proposal to the President of the MPSO. At a mutually agreed to time, not more than 30 days following such presentment, the Chief of Police shall meet in good faith with the representatives of the MPSO with the intent to reach an agreement consistent with the Chief of Police's powers, duties, functions and responsibilities under law. If no agreement is reached between the Chief of Police and the MPSO within 30 days of such initial meeting, the Chief of Police may establish the proposed new rule or the proposed change in an existing rule unilaterally, subject to the prior approval to the Board of the Fire and Police Commissioners. In case of emergency, the emergency to be determined by the Chief of Police, the Chief shall have the right to establish or modify a rule or rules unilaterally and such rule or rules shall become effective immediately. The Chief shall immediately inform the Board of Fire and Police Commissioners, in writing, of the rule change and the reason therefor and said rule shall remain effective until the next meeting of the Board.

6. Any rules or regulations of the Milwaukee Police Department affecting wages, hours or conditions of employment promulgated by the Chief of Police after negotiation but without agreement may be tested relative to whether they violate the specific provisions of this Agreement as well as the propriety of their application in accordance with the provisions of this Agreement pertaining to grievances and arbitration.
7. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on September 20, 2011.

ARTICLE 49

VARIABLE SHIFT ASSIGNMENT PAY

The following shall be effective from January 1, 2010 through December 31, 2010:

1. Each calendar year, an employee shall be eligible to receive an amount in addition to his/her base salary as follows:
 - a.
 - (1) An employee in active service and covered by this Agreement on December 31 of a calendar year shall receive \$600 for that calendar year, except that employees occupying the classifications of Police Sergeant, shall receive \$1,810 for that calendar year.
 - (2) An employee with at least twenty (20) years of active service as a law enforcement officer in the Milwaukee Police Department on December 31 of a calendar year shall be entitled to receive \$250 per calendar year in addition to the amount the employee is entitled to receive under section 1.a.(1), above. This additional \$250 shall not be included in the calculation of final average salary for computing an employee's normal service retirement allowance under section 5., below.
 - b. Separation From Active Service During A Calendar Year On Account of Normal Service Retirement

An employee who commences receiving a normal service retirement allowance during the term of this Agreement shall receive an additional \$350 supplemental to the payment provided under subsection 1.a., above, for the calendar year immediately preceding the calendar year in which the employee retired. The employee shall also receive an amount equal to the amount to which he/she is entitled under 1.a., above, for the calendar year in which he/she retired prorated on the basis of active service in the calendar year of his/her retirement.
 - c. An employee who separates from active service on account of voluntary

resignation during a calendar year shall receive the amount set forth at subsection 1.a., above, prorated on the basis of his/her active service while covered by this Agreement during that calendar year, computed to the nearest calendar month.

These additional amounts shall be termed "Variable Shift Assignment Pay (VSAP)."

2. Except for employees who separate from active service during a calendar year on account of normal service retirement or voluntary resignation, employees must be in active service and covered by this Agreement on December 31 of a calendar year in order to be eligible for that calendar year's VSAP payment.
3. Payments made hereunder shall be made as soon as is administratively practicable following the date on which eligibility therefore is established. In the case of an employee who commences receiving a normal service retirement allowance, the supplemental amounts provided in paragraph 1.b. shall be paid after such employee's effective retirement date. Prorated payments made hereunder shall be determined as follows:

An employee covered by this Agreement and in active service for at least 14 days in a calendar month shall be deemed as having been covered by this Agreement and in active service for the full calendar month; in the event the employee is covered by this Agreement and in active service for less than 14 days in a calendar month, then the employee shall be deemed as not having been covered by this Agreement and in active service at all during the calendar month.
4. Except as provided in subsection 5. of this Article, payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of overtime or any fringe benefits enumerated in this Agreement.
5. An employee in active service who retires from active service on a normal pension shall have his/her Variable Shift Assignment Pay benefits included in final average salary for purposes of computing his/her normal service retirement allowance. For purposes of interpretation and construction of the provisions of this Article:

The VSAP benefit to which the employee is entitled to include in the final average salary computation shall be equal to the VSAP payment the employee received for the calendar year immediately preceding the employee's effective date of retirement up to a maximum of \$1,360, but excluding any amount the employee received under sections 1.a.(2) , above.

6. VSAP payments are compensation for and in recognition of the City's sole and unrestricted right to vary from time to time and without advance notice the starting time of an employee's regularly scheduled eight-hour shift assignment, and/or the day on which such regular shift assignment occurs. VSAP payments are in lieu of any other compensation for the City's retention of this right, including, without limitation, any "Out-of-Shift" pay premium.

The following shall be effective January 1, 2011 through December 31, 2012:

1. VSAP payments shall be included in base biweekly salary except as provided in subsection 2., below, after the payments for calendar year 2010 (paid in 2011) are made, there shall be no VSAP payments.
2. Separation From Active Service During A Calendar Year On Account of Normal Service Retirement

An employee who commences receiving a normal service retirement allowance during the term of this Agreement shall receive a \$350 payment for the calendar year immediately preceding the calendar year in which the employee retired.

3. It is understood that including VSAP payments in the base biweekly salary is in recognition of the City's sole and unrestricted right to vary from time to time and without advance notice the starting time of an employee's regularly scheduled eight-hour shift assignment, and/or the day on which such regular shift assignment occurs. VSAP payments are in lieu of any other compensation for the City's retention of this right, including, without limitation, any "Out-of-Shift" pay premium.

ARTICLE 50

WAIVER OF FURTHER BARGAINING

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

ARTICLE 51

CONTRACT PRINTING

The City shall provide the MPSO with one hundred and fifty (150) copies in booklet form of the successor agreement to the 2007-2009 City-MPSO labor contract as soon as administratively practicable after the execution of this Agreement. Booklet specifications and production shall be prescribed by the City.

ARTICLE 52

ASSIGNMENTS MADE CONSISTENT

WITH EMPLOYEE'S MEDICAL CAPABILITIES

1. If an employee is ineligible for the disability benefits provided by the ERS Act, or by Chapter 35 of the Milwaukee City Charter, in accordance with the terms and conditions established thereunder for that purpose and if the employee is ineligible to receive the sick leave or injury pay benefits provided by this Agreement for reasons other than that the benefits have been exhausted, the Chief of Police shall assign the employee to perform duties that have historically been performed by members of the MPSO structured consistent with the employee's medical capabilities within the Police Department.
2. In the event of a dispute over such assignment made by the Chief of Police, the employee shall have the right to grieve and the right to arbitrate under the Contract Enforcement Procedure provisions of this Agreement except that instead of being appealable to an arbitrator the dispute shall be appealable to a panel consisting of the three physicians, one physician to be designated by the MPSO, one physician to be designated by the Chief of Police and the third physician to be selected by agreement of the other two physicians. The panel's jurisdiction shall be limited to deciding the medical appropriateness of the Chief's assignment. Decisions made by the panel on matters which are properly before it shall be by majority action and shall be final and binding on the parties. All other provisions of the Contract Enforcement Procedure shall remain unchanged and in full force and effect.

ARTICLE 53

JOINT LABOR/MANAGEMENT COMMITTEES

1. Effective the month following the execution date of this Agreement, a joint labor/management committee shall be established to discuss the status of the Appendices to the 1997-1998 City/MPSO Agreement. The committee shall consist of one (1) representative designated by the City Labor Negotiator, one (1) representative designated by the Chief of Police and two (2) representatives designated by the MPSO.
2. Effective the month following the execution date of this Agreement, a joint labor/management committee shall be established to discuss the processes related to the administration and payment of parking allowances. The committee shall consist of two (2) representatives designated by the City and two (2) representatives designated by the MPSO.
3. Effective the month following the execution date of this Agreement, a joint labor/management committee shall be established to discuss issues related to providing police protection for a fee for services performed outside of normal departmental operations. The committee shall consist of two (2) representatives designated by the City and two (2) representatives designated by the MPSO.
4. The committees' recommendations, if any, shall be by consensus and shall be made to the City Labor Negotiator. Such recommendations shall be advisory only and shall not be binding on the parties.

ARTICLE 54

DRUG TESTING

The parties agree that the Milwaukee Police Department's Drug Testing Program shall be as set forth in the Standard Operating Procedure 770 – Drug Testing Program, attached hereto by reference as Appendix H.

ARTICLE 55

PARKING ALLOWANCE BENEFITS FOR

POLICE ADMINISTRATION BUILDING EMPLOYEES

1. The provisions of this Article shall be applicable only to those employees in pay ranges below that of the Captain of Police pay range as specified by the City of Milwaukee Salary Ordinance, and such employees covered by this Article shall hereinafter be termed "employees".
2. Effective from and after March 1, 1991, practices relating to employee parking at the Police Administration Building shall be discontinued and employees shall no longer be permitted to park private vehicles in the Police Administration Building.
3. Effective March 1, 1991, employees shall be eligible for the Parking Allowance Benefits as defined in Paragraph 4, below.
4. An employee with a regular Departmental assignment that requires him/her to report to a Police Administration Building (PAB) work location at the start of his/her regular work shift as of the 15th day of a calendar month shall be eligible for a Regular Parking Allowance benefit for that calendar month; such an employee shall be termed an "eligible employee." Two or more eligible employees may form a carpool for a calendar month (or months) by indicating this fact on a form prescribed by the Department for this purpose and the carpool members shall in aggregate be eligible for a Special Parking Allowance benefit for the calendar months the carpool remains in effect. The Special Parking Allowance benefit shall be in lieu of the Regular Parking Allowance benefit.
5. The City shall provide the MPSO with a list of City-approved parking facilities and will notify the MPSO of any change that the City may from time to time make in this list at least sixty (60) calendar days prior to the effective date of such change. Eligible employees shall be entitled to receive either a Regular Parking Allowance benefit or a Special Parking Allowance benefit under the terms and conditions hereinafter provided:
 - a. Regular Parking Allowance Benefit

In order to receive a Regular Parking Allowance benefit for a calendar month, an eligible employee must purchase a monthly parking permit for that month from a parking facility on the City-approved list, endorse the permit (or permit stub/receipt deemed acceptable to the Department, whenever the employee must retain the permit in order to receive parking benefits) by indicating his/her signature and payroll number on the portion of his/her monthly parking permit he/she receives from the vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (i.e., the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the employee shall be entitled to receive the one hundred and twenty dollars (\$120) monthly Regular Parking Allowance benefit for the month covered by the permit; provided however, if the monthly parking permit purchase price is less than one hundred and twenty dollars (\$120), the employee shall only be eligible for a Regular Parking Allowance equal to the actual cost of the permit.

b. Special Parking Allowance Benefit

In order to receive a Special Parking Allowance benefit for a calendar month, two or more eligible employees forming a carpool in accordance with the provisions of paragraph 4, hereof, must purchase one monthly parking permit for that month from a parking facility on the City-approved list. Each employee member of the carpool shall endorse the permit (or permit stub/receipt deemed acceptable to the Department, whenever the employee must retain the permit in order to receive parking benefits) by indicating their signatures and payroll numbers on the portion of the monthly parking permit received from the vendor and submit the endorsed permit (or acceptable permit stub/receipt) to the Police Department Administration no later than the 15th day of the calendar month covered by monthly permit (i.e.,

the 15th of April for the month of April). Following the Department's receipt of the endorsed permit (or acceptable permit stub/receipt), the carpool members shall in aggregate be entitled to receive a single Special Parking Allowance benefit in accordance with the following schedule (only eligible employees may comprise the carpool):

- (1) Two-person carpool -- A total of \$120 per month;
- (2) Three or more-person carpool -- A total of \$140 per month.

If the monthly parking permit purchase price for a carpool is less than the amount to which the carpool is entitled under this schedule, the carpool shall only be eligible for a Special Parking Allowance Benefit equal to the actual cost of the monthly permit. Payment of a Special Parking Allowance benefit shall be made to one member of the carpool designated to receive the payment; such designation shall be indicated on the form referenced in paragraph 4 hereof. Carpool members shall determine the method of apportioning the monthly Special Parking Allowance to which they are entitled, in aggregate, to receive; any dispute involving this apportionment is specifically excluded from the Grievance/Arbitration provisions of this Agreement.

Payments provided hereunder shall be made as soon as administratively practicable after the close of the calendar month covered by the permit. Except as provided in subsection 6, below, only approved parking facilities' monthly parking permits that are properly endorsed shall be covered by the benefits provided herein. No employee shall be eligible to receive benefits under both paragraphs 5.a. and 5.b. for the same calendar month.

6. The MPSO recognizes that there are a limited number of parking spaces available at City approved parking facilities; accordingly, monthly parking permits for these spaces will be sold to eligible employees (either individually, or collectively, as one permit for a carpool) on a first-come, first-served basis, subject to their availability. During a calendar month when no monthly parking permit at any City-approved parking facility(ies) is(are)

available because the vendor(s) has(have) determined that no space is available, the City will honor monthly parking permit receipts from parking facilities not on the City-approved list that are within the geographic area bounded by West Wisconsin Avenue on the south, North 12th Street on the west, West Juneau Avenue on the north and the Milwaukee River on the east. The employee (or each individual employee comprising a carpool) shall endorse the receipt by indicating his/her signature and payroll number on the monthly parking permit receipt and shall submit the endorsed parking permit receipt to the Police Department Administration no later than the 15th day of the calendar month covered by the monthly permit (i.e., the 15th of April for the month of April). Following submission of the parking permit receipt to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit for the month covered by the parking permit under the same terms and conditions provided in paragraph 5, above.

7. Daily Parking Receipts

During a calendar month when no monthly parking permit is available to an employee under the provisions of either paragraph 5 or 6, hereof, because no space is available, the City will honor daily parking receipts from parking facilities within the geographic area described in paragraph 6, hereof, subject to the employee submitting a form prescribed by the Department to the Police Department Administration within five consecutive calendar days following the close of the calendar month. The form shall contain the following information:

- a. The employee's name, signature, and payroll number (or this information for each individual comprising a carpool);
- b. A listing of each individual daily parking receipt for the calendar month indicating the date and amount arranged in date order with a total amount ("total amount") for the calendar month plainly indicated; and
- c. All of the daily receipts for the calendar month stapled to the back of the form.

Following submission of the prescribed Departmental form to the Police Department Administration, the employee (or carpool) shall be entitled to receive a monthly parking benefit for the calendar month covered by the daily parking receipts equal to the lesser of (1) the "total amount" described in paragraph 7.b., hereof, or (2) the maximum amount provided in paragraphs 5.a. or 5.b., hereof, whichever is applicable. Such benefit shall be in lieu of the monthly parking benefits provided under paragraphs 5 and 6.

8. No employee shall be eligible for the parking benefits provided by the Parking During Court Overtime Appearance paragraph of this Agreement for a calendar month for which he/she receives benefits hereunder.
9. The benefits provided hereunder are intended to be used by an employee only for the purpose of commuting to and from his/her Departmental work location in connection with his/her City employment. The use of a parking permit by an employee for any other purpose during a calendar month shall disqualify the employee from the benefits provided hereunder for that calendar month.
10. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
11. The City shall be held harmless against any and all claims, actions and lawsuits relating to theft or personal property damage brought against the City by employees using parking facilities pursuant to the parking allowance benefits provided herein. The City shall be held harmless against any and all claims, lawsuits, actions, damages and judgments due to the employee's operation of his or her private vehicle at parking facilities which are subject to the parking allowance benefits provided herein. Nothing herein would operate to relieve the City of any liability it may have arising from its actions or omissions or preclude the employee from pursuing any rights or claims he/she may have under

Wisconsin State Statute 895.46.

12. Notwithstanding the foregoing, during a calendar month the employee members of a carpool are receiving carpool benefits, the City will honor daily parking receipts for that calendar month in accordance with the following schedule:

- a. Two-person carpool - An amount of reimbursement up to \$45 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed \$120
- b. Three-or-more-person carpool - An amount of reimbursement up to \$65 which, in aggregate with the carpool benefits received by the employees' carpool, shall not exceed \$145.

Carpool members shall determine the method of apportioning the amounts of reimbursement; any dispute involving this apportionment is specifically excluded from the grievance/arbitration provisions of this Agreement.

ARTICLE 56

AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 57

ACCRUED TIME OFF DONOR PROGRAM

1. Members of the Union shall be permitted to donate accrued vacation time, time-off in lieu of holidays or compensatory time to a designated Union member, who has exhausted all of his/her accrued time off, including sick leave, because he/she is suffering from a major catastrophic illness or terminal illness, and is unable to work.
2. Donations of time shall be limited to a maximum of 40 hours of accrued time per donor per calendar year and shall be donated in increments of one (1) hour indicated on a "Notification of Intent to Donate Time" form. A separate form must be completed for each employee to whom time is being donated. Employees donating time shall not have any accrued time returned if the employee to whom time is donated does not utilize the entire donation. The City shall take efforts to ensure that loss of donations due to non-utilization are kept to a minimum.
3. An employee requesting donations of accrued time shall submit to the Department of Employee Relations an "Application for Accrued Time Off Donor Program" and a physician's statement certifying that the employee meets the program's medical requirements. The City reserves the right to require the employee to obtain a second opinion from a physician of the employee's choice and at the expense of the employee if not covered by the employee's health insurance provider. The decision of the Department of Employee Relations as to eligibility to receive donated time shall be final. After eligibility has been determined, an employee may not use donated time in excess of 2080 hours per illness.
4. Participation in the Accrued Time Off Donor Program by employees represented by the Union shall be subject to all terms and conditions governing the procedures for administration as developed by the Department of Employee Relations, pursuant to Chapter 350-45 of the Milwaukee Code of Ordinances.
5. This Program shall be effective only so long as a Common Council ordinance establishing

and approving this Accrued Time Off Donor Program is in effect, and so long as the parties agree to continue this program.

6. Disputes arising from the administration of this benefit are not subject to the grievance procedures of this Agreement.

ARTICLE 58

CERTIFICATION PAY

1. An employee deemed certified as being qualified to be a law enforcement officer in the State of Wisconsin by the Law Enforcement Standards Board (LESB) as of the close of a calendar year shall be entitled to receive a \$600 payment termed "Certification Pay." Certification Pay payments shall be made as soon as is administratively practicable following the close of the calendar year in which eligibility therefore has been established. Once LESB certification has been established during a calendar year, an employee must maintain that certification for the balance of such calendar year in order to receive Certification Pay benefits for that calendar year. Effective January 1, 2011, Certification Pay shall be added to base biweekly salary. After the payments for calendar year 2010 (paid in 2011) are made, there shall be no Certification Pay payments.
2. An employee retiring on normal pension, or resigning voluntarily from the Police Department, and who was LESB-certified at the time of such retirement or resignation shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. For purposes of determining eligibility for the benefits provided in subsection 1, above, years of service shall be computed as of the effective date of the employee's normal retirement or voluntary resignation. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's retirement or voluntary resignation.
3. Except as provided in subsection 4 of this Article, below, payments made under the provisions of this Article shall not be included in the determination of overtime

compensation or any other fringe benefits.

4. Employees who retire from active service on a service retirement shall have their Certification Pay benefits included in final average salary for purposes of computing their service retirement allowances. For purposes of interpretation and construction of the provisions of this Article, the Certification Pay benefit the employee is entitled to include in the Final Average Salary computation shall be an amount equal to the Certification Pay payment the employee received for December 31 of the calendar year immediately preceding the employee's effective date of retirement.
5. An employee on a military leave of absence for performance of duty as a member of the State of Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall be eligible for Certification Pay benefits for a calendar year prorated on the basis of the employee's active service with the Department in that calendar year subject to the following:
 - a. The military leave is a result of being called to, or volunteering for, active duty under the authority granted to the President of the United States or the Congress of the United States for a period of more than 30 calendar days;
 - b. Prorated Certification Pay shall be calculated as of the effective date the employee separated from active service with the Department and began his/her unpaid military leave of absence.
 - c. For purposes of prorating Certification Pay benefits, an employee on the Police Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Police Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.

ARTICLE 59

PROMOTIONAL PROGRAM

1. RECOGNITION

The parties recognize that in order to establish and maintain public trust in the professional management and supervision of the Milwaukee Police Department, an open and transparent promotional process is necessary.

2. POSTING OF EXAMINATIONS

Effective December 17, 2008, not less than sixty (60) days prior to the commencement of an examination process, a department-wide posting shall be distributed by the Milwaukee Fire and Police Commission (FPC). Each posting shall include:

- a. The place, time, and date on which the first component shall be administered.
- b. The due-date by which all candidate applications must be submitted to the FPC.
Due-dates may be no less than twenty-one (21) calendar days following the date of the posting.
- c. The specific weight given to each component of a test.

3. PROMOTIONAL INFORMATION

- a. Effective January 7, 2008, the Chief of Police, upon request, shall provide an unsuccessful applicant for promotion with oral feedback explaining why the applicant has not been promoted and what must be done to improve his/her promotional opportunities, along with how the applicant performed on tests which measure certain skill sets.
- b. Effective January 1, 2004, the Chief of Police, upon request, shall provide an unsuccessful applicant with written copies of all comments made by assessors/evaluators and/or consultants provided only for the time period of January 1, 2004, through December 17, 2008, all identifying information relating to the identities of the assessors/evaluators and/or consultants is redacted so that their identities remain confidential. Thereafter, the documentation provided

pursuant to the foregoing sentence shall also include the name of the assessor/evaluator and/or consultant. The Chief of Police may provide an unsuccessful applicant with any non-proprietary testing materials which the Chief of Police, in his/her sole discretion, determines should be provided.

- c. Effective January 1, 2004, the Chief of Police, upon request, shall provide all applicants with their final exam scores, along with a breakdown of those scores showing the separate scores for each part of a test including, but not limited to, the written examination, the oral interview, and the in basket exercise which are graded.
- d. Effective January 1, 2004, the Chief of Police, upon the request of an individual applicant, shall provide that applicant with copies of all materials the Chief of Police has submitted to the FPC regarding that applicant. Effective December 17, 2008, all applicants have the right to personally appear and speak before the FPC when that person's application for promotion is discussed.

Dated at Milwaukee, Wisconsin this _____ day of _____, 2011.

(Four (4) copies of this instrument are being executed all with the same force and effect as though each were an original).

FOR THE MPSO:

Alan R. Johnson, President

Michael A. Edwards, Vice President

Joseph M. Seitz, Treasurer

Nicholas B. Kerhin, Secretary

Scott D. Charles, Director

Carmelo J. Patti, Director

Thomas P. Klusman, Labor Relations Manager

BY:

Maria Monteagudo
Director of Employee Relations

Troy M. Hamblin
Labor Negotiator

Nicole M. Fleck
Labor Relations Officer

FOR THE CITY:

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

W. Martin Morics, Comptroller

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

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

SIGNATURES

10-12 LC
labr/mpso

APPENDIX A

RATES OF PAY
FOR EMPLOYEES COVERED BY THE 2010-2012
AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
FOR THE TIME PERIOD
COMMENCING JANUARY 1, 2010 AND ENDING DECEMBER 31, 2012
(FOR INFORMATIONAL PURPOSES ONLY)

EFFECTIVE PAY PERIOD 1, 2010(DECEMBER 27,2009)

Pay Range 831

Biweekly Rate					
2,245.88	2,334.36	2,426.43	2,522.15	2,621.67	2,725.25
Monthly Rate					
4,879.44	5,071.68	5,271.71	5,479.67	5,695.89	5,920.93
Annual Rate					
58,553.30	60,860.10	63,260.50	65,756.05	68,350.68	71,051.16

Police Sergeant 1/

Pay Range 835

Biweekly Rate					
2,522.15	2,621.67	2,725.25	2,832.89	2,944.88	3,061.18
Monthly Rate					
5,479.67	5,695.89	5,920.93	6,154.79	6,398.10	6,650.78
Annual Rate					
65,756.05	68,350.68	71,051.16	73,857.49	76,777.23	79,809.33

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,621.67	2,725.25	2,832.89	2,944.88	3,061.18	3,182.30
Monthly Rate					
5,695.89	5,920.93	6,154.79	6,398.10	6,650.78	6,913.93
Annual Rate					
68,350.68	71,051.16	73,857.49	76,777.23	79,809.33	82,967.11

Communications Maintenance Manager (effective Pay Period 2, 2007, this position is reclassified to Communications Systems Manager in Pay Range 839)

Lieutenant of Detectives 1/

Lieutenant of Police 1/

Police Health & Safety Coordinator 1/

Pay Range 839

Biweekly Rate					
2,944.88	3,061.18	3,182.30	3,308.21	3,439.23	3,575.41
Monthly Rate					
6,398.10	6,650.78	6,913.93	7,187.48	7,472.14	7,768.00
Annual Rate					
76,777.23	79,809.33	82,967.11	86,249.76	89,665.64	93,216.04

Captain of Police 1/
Communications Systems Manager

Pay Range 842

Biweekly Rate					
3,308.21	3,439.23	3,575.41	3,717.09	3,864.42	4,017.63
Monthly Rate					
7,187.48	7,472.14	7,768.00	8,075.82	8,395.91	8,728.78
Annual Rate					
86,249.76	89,665.64	93,216.04	96,909.84	100,750.95	104,745.35

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

EFFECTIVE PAY PERIOD 1, 2011 (DECEMBER 26,2010)

Pay Range 831

Biweekly Rate					
2,348.19	2,436.67	2,528.74	2,624.46	2,723.98	2,827.56
Monthly Rate					
5,101.72	5,293.96	5,493.99	5,701.95	5,918.17	6,143.21
Annual Rate					
61,220.67	63,527.47	65,927.86	68,423.42	71,018.05	73,718.53

Police Sergeant 1/

Pay Range 835

Biweekly Rate					
2,577.92	2,677.44	2,781.02	2,888.66	3,000.65	3,116.95
Monthly Rate					
5,600.84	5,817.06	6,042.10	6,275.96	6,519.27	6,771.95
Annual Rate					
67,210.06	69,804.68	72,505.16	75,311.49	78,231.23	81,263.34

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,677.44	2,781.02	2,888.66	3,000.65	3,116.95	3,238.07
Monthly Rate					
5,817.06	6,042.10	6,275.96	6,519.27	6,771.95	7,035.09
Annual Rate					
69,804.68	72,505.16	75,311.49	78,231.23	81,263.34	84,421.11

Lieutenant of Detectives 1/

Lieutenant of Police 1/

Police Health & Safety Coordinator 1/

Pay Range 839

Biweekly Rate					
3,000.65	3,116.95	3,238.07	3,363.98	3,495.00	3,631.18
Monthly Rate					
6,519.27	6,771.95	7,035.09	7,308.65	7,593.30	7,889.17
Annual Rate					

78,231.23	81,263.34	84,421.11	87,703.76	91,119.64	94,670.05
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Captain of Police 1/
Communication Systems Manager

Pay Range 842

Biweekly Rate					
3,363.98	3,495.00	3,631.18	3,772.86	3,920.19	4,073.40
Monthly Rate					
7,308.65	7,593.30	7,889.17	8,196.99	8,517.08	8,849.95
Annual Rate					
87,703.76	91,119.64	94,670.05	98,363.85	102,204.95	106,199.35

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

EFFECTIVE PAY PERIOD 1, 2012 (December 25 ,2011)

Pay Range 831

Biweekly Rate					
2,430.38	2,521.95	2,617.25	2,716.32	2,819.32	2,926.52
Monthly Rate					
5,280.29	5,479.24	5,686.29	5,901.53	6,125.31	6,358.21
Annual Rate					
63,363.48	65,750.84	68,235.44	70,818.34	73,503.70	76,298.56

Associate's Degree or 64 Credits

Biweekly Rate					
2,446.25	2,537.83	2,633.12	2,732.19	2,835.20	2,942.40
Monthly Rate					
5,314.77	5,513.74	5,720.77	5,936.01	6,159.81	6,392.71
Annual Rate					
63,777.23	66,164.85	68,649.20	71,232.09	73,917.71	76,712.57

Bachelor's Degree

Biweekly Rate					
2,466.10	2,557.68	2,652.97	2,752.04	2,855.05	2,962.25
Monthly Rate					
5,357.90	5,556.86	5,763.89	5,979.13	6,202.94	6,435.84
Annual Rate					
64,294.75	66,682.37	69,166.72	71,749.61	74,435.23	77,230.09

Master's Degree or Higher

Biweekly Rate					
2,474.04	2,565.62	2,660.91	2,759.98	2,862.99	2,970.19
Monthly Rate					
5,375.15	5,574.12	5,781.14	5,996.39	6,220.19	6,453.09
Annual Rate					
64,501.76	66,889.38	69,373.72	71,956.62	74,642.24	77,437.09

Police Sergeant 1/

Pay Range 835

Biweekly Rate					
2,629.48	2,730.99	2,836.64	2,946.43	3,060.66	3,179.29
Monthly Rate					
5,712.86	5,933.40	6,162.94	6,401.47	6,649.65	6,907.39
Annual Rate					
68,554.30	71,200.81	73,955.26	76,817.64	79,795.78	82,888.63

Associate's Degree or 64 Credits

Biweekly Rate					
2,645.13	2,746.64	2,852.29	2,962.08	3,076.31	3,194.94
Monthly Rate					
5,746.86	5,967.40	6,196.64	6,435.47	6,683.65	6,941.39
Annual Rate					

68,962.32	71,608.83	74,363.27	77,225.66	80,203.79	83,296.65
Bachelor's Degree					
Biweekly Rate					
2,664.69	2,766.20	2,871.85	2,981.64	3,095.87	3,214.50
Monthly Rate					
5,789.36	6,009.90	6,239.44	6,477.97	6,726.15	6,983.88
Annual Rate					
69,472.27	72,118.78	74,873.23	77,735.61	80,713.75	83,806.61
Master's Degree or Higher					
Biweekly Rate					
2,672.51	2,774.02	2,879.67	2,989.47	3,103.70	3,222.32
Monthly Rate					
5,806.35	6,026.89	6,256.43	6,494.98	6,743.16	7,000.87
Annual Rate					
69,676.15	72,322.66	75,077.11	77,939.75	80,917.89	84,010.48
Police Identification Supervisor					

Pay Range 836

Biweekly Rate					
2,730.99	2,836.64	2,946.43	3,060.66	3,179.29	3,302.83
Monthly Rate					
5,933.40	6,162.94	6,401.47	6,649.65	6,907.39	7,175.79
Annual Rate					
71,200.81	73,955.26	76,817.64	79,795.78	82,888.63	86,109.49
Associate's Degree or 64 Credits					
Biweekly Rate					
2,746.64	2,852.29	2,962.08	3,076.31	3,194.94	3,318.48
Monthly Rate					
5,967.40	6,196.94	6,435.47	6,683.65	6,941.39	7,209.79
Annual Rate					
71,608.83	74,363.27	77,225.66	80,203.79	83,296.65	86,517.51
Bachelor's Degree					
Biweekly Rate					
2,766.20	2,871.85	2,981.64	3,095.87	3,214.50	3,338.04
Monthly Rate					
6,009.90	6,239.44	6,477.97	6,726.15	6,983.88	7,252.29
Annual Rate					
72,118.78	74,873.23	77,735.61	80,713.75	83,806.61	87,027.47
Master's Degree or Higher					
Biweekly Rate					
2,774.02	2,879.67	2,989.47	3,103.70	3,222.32	3,345.87
Monthly Rate					
6,026.89	6,256.43	6,494.98	6,743.16	7,000.87	7,269.30
Annual Rate					
72,322.66	75,077.11	77,939.75	80,917.89	84,010.48	87,231.61

Lieutenant of Detectives 1/
 Lieutenant of Police 1/
 Police Health & Safety Coordinator 1/

Pay Range 839

Biweekly Rate					
3,060.66	3,179.29	3,302.83	3,431.26	3,564.90	3,703.80
Monthly Rate					
6,649.65	6,907.39	7,175.79	7,454.82	7,745.17	8,046.95
Annual Rate					
79,795.78	82,888.63	86,109.49	89,457.85	92,942.03	96,563.36

Associate's Degree or 64 Credits

Biweekly Rate					
3,076.31	3,194.94	3,318.48	3,446.91	3,580.55	3,719.45
Monthly Rate					
6,683.65	6,941.39	7,209.79	7,488.82	7,779.17	8,080.95
Annual Rate					
80,203.79	83,296.65	86,517.51	89,865.87	93,350.05	96,971.37

Bachelor's Degree

Biweekly Rate					
3,095.87	3,214.50	3,338.04	3,466.47	3,600.11	3,739.01
Monthly Rate					
6,726.15	6,983.88	7,252.29	7,531.32	7,821.67	8,123.44
Annual Rate					
80,713.75	83,806.61	87,027.47	90,375.82	93,860.01	97,481.33

Master's Degree or Higher

Biweekly Rate					
3,103.70	3,222.32	3,345.87	3,474.29	3,607.93	3,746.84
Monthly Rate					
6,743.16	7,000.87	7,269.30	7,548.31	7,838.66	8,140.46
Annual Rate					
80,917.89	84,010.48	87,231.61	90,579.70	94,063.89	97,685.47

Captain of Police 1/
 Communications Systems Manager

Pay Range 842

Biweekly Rate					
3,431.26	3,564.90	3,703.80	3,848.32	3,998.59	4,154.87
Monthly Rate					
7,454.82	7,745.17	8,046.95	8,360.93	8,687.41	9,026.95
Annual Rate					
89,457.85	92,942.03	96,563.36	100,331.20	104,248.95	108,323.39

Associate's Degree or 64 Credits

Biweekly Rate

3,446.91	3,580.55	3,719.45	3,863.96	4,014.24	4,170.51
Monthly Rate					
7,488.82	7,779.17	8,080.95	8,394.91	8,721.41	9,060.93
Annual Rate					
89,865.87	93,350.05	96,971.37	100,738.95	104,656.97	108,731.15

Bachelor's Degree

Biweekly Rate					
3,466.47	3,600.11	3,739.01	3,883.53	4,033.80	4,190.08
Monthly Rate					
7,531.32	7,821.67	8,123.44	8,437.43	8,763.91	9,103.45
Annual Rate					
90,375.82	93,860.01	97,481.33	101,249.17	105,166.93	109,241.37

Master's Degree or Higher

Biweekly Rate					
3,474.29	3,607.93	3,746.84	3,891.35	4,041.63	4,197.90
Monthly Rate					
7,548.31	7,838.66	8,140.46	8,454.42	8,780.92	9,120.44
Annual Rate					
90,579.70	94,063.89	97,685.47	101,453.05	105,371.07	109,445.25

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

EFFECTIVE PAY PERIOD 14, 2012 (June 24 ,2012)

Pay Range 831

Biweekly Rate					
2,460.76	2,553.47	2,649.97	2,750.27	2,854.56	2,963.10
Monthly Rate					
5,346.29	5,547.72	5,757.38	5,975.29	6,201.87	6,437.69
Annual Rate					
64,155.53	66,572.61	69,088.50	71,703.47	74,422.46	77,252.25

Associate's Degree or 64 Credits

Biweekly Rate					
2,476.83	2,569.55	2,666.03	2,766.34	2,870.64	2,979.18
Monthly Rate					
5,381.21	5,582.65	5,792.27	6,010.20	6,236.81	6,472.62
Annual Rate					
64,574.50	66,991.84	69,507.21	72,122.43	74,841.68	77,671.48

Bachelor's Degree

Biweekly Rate					
2,496.93	2,589.65	2,686.13	2,786.44	2,890.74	2,999.28
Monthly Rate					
5,424.88	5,626.32	5,835.94	6,053.87	6,280.48	6,516.29

Annual Rate					
65,098.53	67,515.87	70,031.24	72,646.47	75,365.72	78,195.51
Master's Degree or Higher					
Biweekly Rate					
2,504.97	2,597.69	2,694.17	2,794.48	2,898.78	3,007.32
Monthly Rate					
5,442.35	5,643.79	5,853.41	6,071.34	6,297.94	6,533.76
Annual Rate					
65,308.14	67,725.49	70,240.86	72,856.08	75,575.33	78,405.13

Police Sergeant 1/

Pay Range 835

Biweekly Rate					
2,655.77	2,758.30	2,865.01	2,975.89	3,091.27	3,211.08
Monthly Rate					
5,769.98	5,992.74	6,224.58	6,465.48	6,716.15	6,976.45
Annual Rate					
69,239.72	71,912.82	74,694.90	77,585.70	80,593.82	83,717.44

Associate's Degree or 64 Credits

Biweekly Rate					
2,671.58	2,774.11	2,880.81	2,991.70	3,107.07	3,226.89
Monthly Rate					
5,804.33	6,027.08	6,258.90	6,499.82	6,750.48	7,010.80
Annual Rate					
69,651.91	72,325.01	75,106.83	77,997.89	81,005.75	84,129.63

Bachelor's Degree

Biweekly Rate					
2,691.34	2,793.86	2,900.57	3,011.46	3,126.83	3,246.65
Monthly Rate					
5,847.26	6,069.99	6,301.83	6,542.76	6,793.41	7,053.73
Annual Rate					
70,167.08	72,839.92	75,622.00	78,513.06	81,520.92	84,644.80

Master's Degree or Higher

Biweekly Rate					
2,699.24	2,801.76	2,908.47	3,019.36	3,134.74	3,254.54
Monthly Rate					
5,864.42	6,087.16	6,319.00	6,559.92	6,810.60	7,070.88
Annual Rate					
70,373.04	73,045.88	75,827.97	78,719.03	81,727.15	84,850.51

Police Identification Supervisor

Pay Range 836

Biweekly Rate					
2,758.30	2,865.01	2,975.89	3,091.27	3,211.08	3,335.86
Monthly Rate					
5,992.74	6,224.58	6,465.48	6,716.15	6,976.45	7,247.55
Annual Rate					
71,912.82	74,694.90	77,585.70	80,593.82	83,717.44	86,970.63

Associate's Degree or 64 Credits

Biweekly Rate					
2,774.11	2,880.81	2,991.70	3,107.07	3,226.89	3,351.66
Monthly Rate					
6,027.08	6,258.90	6,499.82	6,750.48	7,010.80	7,281.88
Annual Rate					
72,325.01	75,106.83	77,997.89	81,005.75	84,129.63	87,382.56

Bachelor's Degree

Biweekly Rate					
2,793.86	2,900.57	3,011.46	3,126.83	3,246.65	3,371.42
Monthly Rate					
6,069.99	6,301.83	6,542.76	6,793.41	7,053.73	7,324.81
Annual Rate					
72,839.92	75,622.00	78,513.06	81,520.92	84,644.80	87,897.73

Master's Degree or Higher

Biweekly Rate					
2,801.76	2,908.47	3,019.36	3,134.74	3,254.54	3,379.33
Monthly Rate					
6,087.16	6,319.00	6,559.92	6,810.60	7,070.88	7,342.00
Annual Rate					
73,045.88	75,827.97	78,719.03	81,727.15	84,850.51	88,103.96

Lieutenant of Detectives 1/

Lieutenant of Police 1/

Police Health & Safety Coordinator 1/

Pay Range 839

Biweekly Rate					
3,091.27	3,211.08	3,335.86	3,465.57	3,600.55	3,740.84
Monthly Rate					
6,716.15	6,976.45	7,247.55	7,529.36	7,822.62	8,127.42
Annual Rate					
80,593.82	83,717.44	86,970.63	90,352.36	93,871.48	97,529.04

Associate's Degree or 64 Credits

Biweekly Rate					
3,107.07	3,226.89	3,351.66	3,481.38	3,616.36	3,756.64
Monthly Rate					
6,750.48	7,010.80	7,281.88	7,563.71	7,856.97	8,161.75
Annual Rate					
81,005.75	84,129.63	87,382.56	90,764.55	94,283.67	97,940.97

Bachelor's Degree

Biweekly Rate					
3,126.83	3,246.65	3,371.42	3,501.13	3,636.11	3,776.40
Monthly Rate					
6,793.41	7,053.73	7,324.81	7,606.62	7,899.88	8,204.68
Annual Rate					
81,520.92	84,644.80	87,897.73	91,279.46	94,798.58	98,456.14

Master's Degree or Higher

Biweekly Rate					
3,134.74	3,254.54	3,379.33	3,509.03	3,644.01	3,784.31
Monthly Rate					
6,810.60	7,070.88	7,342.00	7,623.79	7,917.05	8,221.86
Annual Rate					
81,727.15	84,850.51	88,103.96	91,485.42	95,004.54	98,662.37

Captain of Police 1/
Communications Systems Manager

Pay Range 842

Biweekly Rate					
3,465.57	3,600.55	3,740.84	3,886.80	4,038.58	4,196.42
Monthly Rate					
7,529.36	7,822.62	8,127.42	8,444.54	8,774.30	9,117.22
Annual Rate					
90,352.36	93,871.48	97,529.04	101,334.43	105,291.55	109,466.66

Associate's Degree or 64 Credits

Biweekly Rate					
3,481.38	3,616.36	3,756.64	3,902.60	4,054.38	4,212.22
Monthly Rate					
7,563.71	7,856.97	8,161.75	8,478.86	8,808.62	9,151.55
Annual Rate					
90,764.55	94,283.67	97,940.97	101,746.35	105,703.48	109,818.59

Bachelor's Degree

Biweekly Rate					
3,501.13	3,636.11	3,776.40	3,922.37	4,074.14	4,231.98
Monthly Rate					
7,606.62	7,899.88	8,204.68	8,521.82	8,851.55	9,194.48
Annual Rate					
91,279.46	94,798.58	98,456.14	102,261.79	106,218.65	110,333.76

Master's Degree or Higher

Biweekly Rate					
3,509.03	3,644.01	3,784.31	3,930.26	4,082.05	4,239.88
Monthly Rate					
7,623.79	7,917.05	8,221.86	8,538.96	8,868.74	9,211.64
Annual Rate					
91,485.42	95,004.54	98,662.37	102,467.49	106,424.87	110,539.73

Deputy Inspector of Police 1/

1/ Recruitment to be at fourth step.

APPENDIX B

September 16, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties agree to amend subsection 4.c.(1) of the OVERTIME Article set forth in the 1983-1984 City/MPSO Labor Contract to read as follows:

- “(1) If an employee’s compensatory time off balance (CTB), including any remaining unused compensatory time off earned prior to September 11, 1983, recorded on the most current Police Department Personnel Status Report is less than 32 hours, the employee may elect to be compensated in time off instead of cash for each instance of overtime work performed after issuance of the most current Status Report until issuance of the next Status Report which indicates the employee’s CTB is equal to or greater than 32 hours.”

The parties further agree that with respect to authorized overtime assignments directly related to the Milwaukee Police Department Band function, the following provisions shall be applicable:

1. Notwithstanding the OVERTIME Article of the 1983-1984 Labor Contract between the City of Milwaukee and the MPSO, when an employee is a member of the Milwaukee Police Department Band, is eligible under that provision for overtime benefits, and performs an authorized overtime assignment directly related to the Band function, he/she shall be compensated at base salary rates (IX) in compensatory time off for the duration of such overtime assignment. The time off so earned: Shall not count towards the 32-hour Compensatory Time Off Bank (CTB) limit determining the employee’s eligibility for overtime compensation in compensatory time off, instead of cash, that is provided for in subsection 4.c.(1)

of the OVERTIME Article; Shall not affect the employee's CTB recorded on Police Department Personnel Status Reports; and shall not be included in the cash buyout provided for under subsection 4.d.(1) of the OVERTIME Article.

2. An employee may use earned time off from authorized overtime assignments directly related to the Police Band function on dates he/she has requested provided the employee gives his/her commanding officer reasonable advance notice of the dates requested and the dates are determined available by the commanding officer in accordance with the needs of the Police Service. The processing of requests for use of compensatory time off shall be on a first-come, first-served basis. Decisions made by employee's commanding officer with respect to the availability of the dates the employee has requested shall be final.
3. Administration of Band Overtime shall be in accordance with Departmental Order #7386, dated February 17, 1977, and attached herewith as Appendix A.

The parties further agree that for purposes of administering the benefits provided by aforesaid OVERTIME Article (as amended, above) the following provisions shall apply:

1. Except as provided in subsection 2, of this paragraph, below, the Police Department Personnel Status Report used to determine an employee's eligibility to elect compensatory time off instead of cash for an instance of overtime work performed shall cover overtime work performed during the 336 consecutive hour time period beginning at 12:01 a.m. on the second Wednesday of the pay period closest to the date on which the Status Report is issued. Normally, the Status Report would be issued on the second Wednesday of the pay period; in the event the Status Report is delayed, it shall be deemed effective retroactive to 12:01 a.m. on that Wednesday.
2. An employee eligible for overtime benefits may elect to be compensated in time off instead of cash for rollcall overtime if either of the two Police Department Personnel Status Reports that are issued during the current pay period reflect a

balance of less than 32 hours. Such election must be for all rollcall overtime earned in such pay period.

The parties further agree that all other terms and conditions of the aforesaid OVERTIME Article (as amended, above) shall remain unchanged and in full force and effect.

The parties further agree that the agreements provided for above shall be deemed to be in force and effect on September 11, 1983.

REPRESENTATIVES OF THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION	CITY OF MILWAUKEE NEGOTIATING TEAM
Raymond M. Banach	James W. Geissner
William Zuehlendorf	
Charles Hetzer	

See file for original signatures.

Appendix B
Labt\MPSO

APPENDIX A*

CITY OF MILWAUKEE

DEPARTMENT OF POLICE

749 WEST STATE STREET, POLICE ADMINISTRATION BUILDING
MILWAUKEE, WISCONSIN 53233

ORDER NO. 7386

February 17, 1977

RE: MILWAUKEE POLICE BAND

The following procedures relating to participation by members in functions of the Milwaukee Police Band are hereby adopted.

1. Three (3) hours compensatory overtime will be granted for appearances at school concerts, parades, and the Fire and Police Baseball Game to any band member assigned to the late shift, or to any band member participating on a scheduled regular off day or vacation day; provided, such regular off or vacation day may be exchanged for a different date. Early Shift band members will be compensated hour-for-hour ending at the time roll call payment starts.
2. Hour-for-hour compensatory overtime will be granted for appearances not enumerated above (See exceptions in numbered paragraphs 5 and 6); and a minimum of 1/10 of an hour (6 minutes can be submitted for compensatory overtime).
3. Two (2) hours compensatory overtime will be granted for regular rehearsal time designated as 2:00 p.m. to 4:00 p.m., but members scheduled for early shift duty on a rehearsal day shall not be entitled to "roll call overtime" in addition to the two hours provided herein.
4. Day shift members who are on duty and scheduled to participate in a parade shall be excused from duty one and one-half (1 1/2) hours prior to the scheduled reporting time of the parade. Their return to duty following the

parade is contingent on the starting time, and to ensure uniformity such matter will be incorporated in the directive relating to the parade in question.

5. Duty time (excused) is hereby authorized for the annual Police Band Concert and rehearsal.

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6. Band members will volunteer their time for appearance at the Police Picnic and any other event as directed by the Band Board, upon approval of the Chief of Police.
7. All compensatory overtime cards shall be submitted to the Band Manager for approval and transmittal to the Administration Bureau.

This order shall take effect immediately and hereby cancels Order No. 6684, dated May 1, 1972.

Harold A. Breier
Chief of Police

See file for original signature.

HAB:RJZ:RTW

APPENDIX B
Labr/MPSO

December 21, 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties hereto agree that for purposes of interpretation and construction of the provisions of subsection 4.c. of the OVERTIME Article of the current City/MPSO labor contract, in respect to administration of negative compensatory time off balances, the following shall apply from and after December 19, 1983 for employees eligible to receive overtime benefits under the provisions of subsection 1. of that Article:

1. Subject to the requirements governing usage of compensatory time off provided for in subsection 4.c.(2) of such OVERTIME Article, an employee may use compensatory time off so long as his/her compensatory time off balance (CTB) recorded on the most current Police Department Personnel Status Report is not less than zero (0) hours, notwithstanding the fact that such usage may result in the employee having a negative CTB on the next following status report.
2. An employee with a negative CTB recorded on the most current Police Department Personnel Status Report shall have an amount equal to the cash value of his/her negative CTB deducted from the paycheck he/she receives for the Pay Period next following the Pay Period of the status report recording such negative CTB. The cash value of an employee's negative CTB shall be computed on the basis of his/her hourly base pay rate in effect during the Pay Period in which such negative CTB occurs as this rate is established under the BASE SALARY Article of the City/MPSO Labor Contract in effect at that time.
3. An employee may not use time off which he/she has earned, such as vacation and holiday time or compensatory time off earned following publication of a Police

Department Personnel Status Report indicating a negative CTB for the employee, to offset a negative CTB and thereby avoid the paycheck deduction provided for in subsection 2, above.

4. In disputes over an employee's negative CTB, the compensatory time off taken and earned that is indicated on his/her time card (in the case of compensatory time off earned other than for roll-call, the time off earned indicated on the employee's overtime Tab Card—Form PO-7) for the Pay Period of the Police Department Personnel Status Report on which the disputed negative CTB was recorded, shall decide the dispute.

The parties further agree that all other terms and conditions of such OVERTIME Article shall remain unchanged and in full force and effect.

Representatives of the Milwaukee Police Supervisors' Organization	City of Milwaukee Negotiating Team
Raymond M. Banach	James W. Geissner
Anthony R Bacich	
Richard A. Noennig	
Charles W. Hetzer	
William F. Zuehlsdorf	
Kenneth Elias	
Thomas J. Tromp	

See file for original signatures.

APPENDIX C

October 7, 1985

Mr. John M. Tries, President
Milwaukee Police Supervisors'
Organization
Post Office Box 891
Milwaukee, WI 53201-0891

Dear Mr. Tries:

In the event of a strike or job action involving Milwaukee Police Department employees, the City Labor Negotiator agrees to recommend to the Labor Policy Board of the Common Council that during that period of such strike or job action, an employee occupying a classification that is covered by this Agreement, but excluded from coverage under its OVERTIME provision, shall be entitled to special overtime pay for all time in excess of his/her normal hours of work spent performing duties normally assigned to employees of lower rank.

The specific terms and conditions under which special overtime would be provided, as well as the rates at which it would be paid, shall be determined by the Labor Policy Board at the time of the strike or job action.

Sincerely,

James W. Geissner
City Labor Negotiator

JWG:JSE:bh

ACCEPTED BY:

John M. Tries, President
Milwaukee Police Supervisors' Organization

See file for original signature.

Appendix C
Labr\MPSO

APPENDIX D

October 7, 1985

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

The parties hereto agree that whenever the Police Department Personnel Status Report for a pay period indicates a deficit in the time off entitlement of an employee because he/she has:

- (1) Exceeded his/her annual HOLIDAY OFF entitlement; and/or
- (2) Exceeded his/her annual VACATION entitlement; and/or
- (3) Exceeded his/her INJURY PAY entitlement; and/or
- (4) A negative SICK LEAVE BALANCE,

the Police Department Administration shall deduct unused time off in the employee's accounts indicated on such status report that are not in deficit by an amount of time off up to the time off that offsets, hour for hour, the employee's time off deficit unless the employee notifies the Police Department Administration prior to 3 p.m. on the Friday immediately following the date such status report is issued that he/she does not want the offset made; such notification shall be provided in accordance with Departmental procedures established for this purpose. If such notification is provided the offset will not be made and the deficit will be docked from the employee's paycheck for the pay period of the status report (the amount of such deficit to be computed on the basis of the employee's hourly base salary rate in effect during such pay period). If there is no unused time off in the employee's accounts indicated on such status report that are not in deficit, or if the amount of such unused time off is insufficient to offset the employee's time off deficit, the remaining deficit will be docked from the employee's paycheck on the same basis as is provided above when the notification requirements are met; and

The parties further agree that this Memorandum of Understanding and its terms and conditions shall not be applicable to negative compensatory time off overtime balances reflected on the Police Department Personnel Status Report, such negative comp time balances shall be governed by the provisions of a Memorandum of Understanding between the parties dated December 21, 1983; and

The parties further agree that this memorandum of Understanding shall become effective upon its execution; and

The parties further agree that this Memorandum of Understanding shall be made a part of the 1985/1986 City/MPSO labor contract as an appendix.

Representatives of the Milwaukee Police Supervisors' Organization	Representatives of the City of Milwaukee Negotiating Team
John M. Tries	James W. Geissner

See file for original signatures.

APPENDIX E

October 7, 1985

Mr. John M. Tries, President
Milwaukee Police Supervisors'
Organization
Post Office Box 891
Milwaukee, WI 53201-0891

Dear Mr. Tries:

For the term of this Agreement, the City agrees not to change the following sentence contained in Section 16 of the Milwaukee police Department Standard Operating Procedures, relating to absence:

“Any member who files a claim involving the recurrence of an old duty injury shall be carried on injury leave from the effective date of such claim, pending disposition of the claim by the Office of Employee Benefits.”

Sincerely,

James W. Geissner
City Labor Negotiator

JWG:JSE:bh

ACCEPTED BY:

John M. Tries, President
Milwaukee Police Supervisors' Organization

See file for original signature.

APPENDIX E
br/MPSO

APPENDIX F

Page 2

For purposes of Article 12 Section 4.b.(3)(b) (providing that replacement workers shall work within the same “box” as shown on the “Milwaukee Police Department Organizational Chart”) of the collective bargaining agreement between the City and the Milwaukee Police Supervisors’ Organization pertaining to the use of replacement employees for employees wishing to use compensatory time off, the following shall apply:

1. Employees assigned to the Community Services Division of the Patrol Bureau Special Programs Section, Youth Services Section and Crime Prevention Section may serve as replacements for any employee assigned to the Community Services Division.
2. Employees assigned to the “Weed and Seed” program may serve as replacements for any employee assigned to the Patrol Bureau, Third District, and vice versa.
3. Employees assigned to the Prisoner Processing Section may serve as replacements for employees assigned to the First District, and vice versa.

APPENDIX G

WELLNESS AND PREVENTION PROGRAM AND WELLNESS AND PREVENTION COMMITTEE

A Wellness and Prevention Program and a Wellness and Prevention Committee shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees and their family members. The Wellness and Prevention Program shall include an annual Health Risk Assessment (HRA) and may contain, but shall not be limited to, some or all of the following components: benefit communication, 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 incentive or 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 unions shall select the nine union representatives. The committee shall be structured to include two MPA members, two members of District Council 48, one member of Lo-215, one member of SEIU, one member of TEAM, one member jointly representing Lo-494 IBEW (Electrical Group) and Milwaukee Building and Construction Trades Council, and one member of the Association of Municipal Attorneys. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or

vote if necessary.

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

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

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

APPENDIX H

STANDARD OPERATION PROCEDURE

770- DRUG TESTING PROGRAM

770.00 PURPOSE

The Milwaukee Police Department has a compelling obligation to eliminate illegal and/or illicit drug use to ensure the integrity of the Department, enhance public trust and instill confidence in maintaining a drug free law enforcement agency. In order to achieve this goal, the Department shall maintain a comprehensive drug-testing program to detect drug use by Department members and to ensure all Department applicants are drug free. The purpose of this standard operating procedure is to set uniform guidelines for handling instances where a member may be suspected of substance abuse; to develop a fair and equitable method for administering a random drug testing program, and to discourage the use of illicit drugs.

770.05 POLICY

The Milwaukee Police Department strives to maintain a drug-free working environment. Members of all ranks will be randomly tested in such numbers as to ensure a credible deterrent exists to illegal drug use. If a member refuses to submit to a drug test, or if the member leaves the testing facility without providing a sample, the act will constitute a positive test result and the member shall be immediately suspended and disciplined up to and including discharge from the Department. The Department recognizes there is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse can seriously impair a member's physical and mental health, and thus, job performance.

Recognizing that there may be members who have substance abuse problems, the Department strongly encourages affected members to seek help through the City's Employee Assistance Program (EAP) and/or the Milwaukee Police Officers Support Team (POST), both of which are available free to Department members and eligible family members. EAP and/or POST participation is completely voluntary and all information is held in the strictest of confidence, unless information comes to light where the member or another person's safety is in jeopardy or in cases of child abuse.

The Professional Performance Division shall be responsible for the administration of the drug-testing program.

770.10 SCOPE OF APPLICABILITY

The drug testing procedures are effective pursuant to the collective bargaining agreements of both the MPSO and the MPA.

770.15 DEFINITIONS

For the purposes of this standard operating procedure, the following definitions will apply:

ADULTERATED SPECIMEN is a specimen that contains a substance that is not expected to be present in human urine or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.

CREATININE is a protein produced by muscle and cleared from the body by the kidneys. It is a normal constituent in urine. Normal human urine creatinine concentrations are greater than 20 mg/dl. Abnormal levels of urine creatinine may result from excessive fluid intake, glomerulonephritis, pyelonephritis, reduced renal blood flow, renal failure, myasthenia gravis, or a high meat diet.

CIVILIAN MEMBER is a member who is not designated by city charter as a member of the police force and who does not have arrest powers.

CONFIRMED POSITIVE is a second laboratory analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique (GCMS) and chemical principle to ensure accuracy.

CUT-OFF LEVEL is the least amount of a drug or resulting metabolites remaining in the body or hair after use of a drug. Cut-off levels are measured in nanograms per milliliter (ng/ml) for urine and in nanograms per milligram (ng/mg) for hair.

DILUTE SAMPLE is a urine specimen that has a creatinine level of less than 20 mg/dl and a specific gravity of 1.003 or less. These two tests are routinely performed on every urine sample that is tested at the lab. If the specimen meets the above two criteria, it is reported as a "dilute". A member may produce urine that meets the program criteria for dilution under some conditions including: working in hot weather conditions; drinking large amounts of fluid; taking a diuretic, or from moderate or excessive drinking of fluids immediately before providing the specimen. A specimen may be reported as "dilute" in conjunction with a positive or negative drug test or reported just as "dilute".

DIRECT OBSERVATION COLLECTION is when there is articulable evidence to believe a member may be attempting, or have sufficient reason, to evade the testing process. The direct observation collection method can be mandated when the Department or collection technician has articulable evidence to suggest a urine sample may have been adulterated, substituted, or was a out-of-range temperature specimen. When a direct observation collection is required, the member will be taken to a private bathroom stall with only the member and a same sex observer present, the observer will request the member to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer – by turning around – that the member does not have a prosthetic device. After the observer has determined that the member does not have such a device, the observer will allow the member to return clothing to its proper position and then conduct the direct observation collection.

DRUG means illicit drugs.

DRUG TEST means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

EMPLOYEE ASSISTANCE PROGRAM (EAP) is an established confidential program for member assessment, counseling, and referrals for medical / behavioral problems.

ILLICIT DRUGS includes drugs that are listed on Schedules I through V of Wisconsin Statutes, Chapter 961 which are not legal; drugs which are legal, but not legally obtained; or drugs used in a manner or for a purpose which is not legal or prescribed.

INVALID DRUG TEST is when results obtained indicate there was an unidentified component in the sample, or an unidentified interfering ingredient, if the sample included unacceptable physical features or had an endogenous ingredient at an utmost level which prevented the lab from conducting results.

MEDICAL REVIEW OFFICER (MRO) is a licensed physician designated by the Chief of Police who is responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.

MEMBER is either a civilian or police member of the Department.

NON-NEGATIVE RESULT is when a urine specimen was tested and found to be positive, adulterated, invalid, or substituted.

OUT OF RANGE TEMPERATURE is when the provided urine sample falls outside the acceptable temperature range of 90.5 – 99.8 degrees Fahrenheit, as defined by SAMSHA standards.

POLICE MEMBER is a member designated by city charter as a member of the police force and who has arrest powers.

POST is known as the Police Officers Support Team. The POST team is a confidential peer support group consisting of volunteer Department members. POST members are specifically trained in providing guidance, peer support, and outside referrals to members in need of assistance to cope with critical incidents, family problems, work-related problems, substance abuse, and other behavioral issues.

PRESCRIPTION means, and includes, an order for drugs or medical supplies written, signed, or transmitted by word of mouth, telephone, fax, computer, or other means of communication by a practitioner duly licensed by the laws of the state to prescribe such drugs or medical supplies, issued in good faith and in the course of professional practice, intended to be filled, compounded, or dispensed by another person licensed by the laws of the state to do so, and meeting the requirements of Wisconsin state statutes. A prescription is not considered valid unless sometime prior to receipt of the prescription the member was physically examined by someone he or she believes to be a physician, dentist, or professional assignee or designee with comparable

license.

REASONABLE SUSPICION exists when evidence or information which appears reliable is known to the police supervisor and is of such weight and persuasiveness as to make the supervisor, based upon his/her personal judgment and experience, reasonably suspect that member of the department is using drugs. A reasonable suspicion that a member is using drugs must be supported by specific articulable facts from which rational inference may be drawn.

REFUSAL is not providing a test sample. A refusal to test is also the failure to show up for the test within a reasonable time after being directed to do so, the failure to remain at the testing site until the testing process is complete, the failure to provide a sufficient amount of urine when directed and it has been determined through a required medical evaluation there was no adequate medical explanation for the failure, the failure to undergo a medical examination or evaluation as directed by the MRO as part of the verification process, the failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process), or if the MRO reports that you have a verified adulterated, invalid, or substituted specimen. A refusal shall result in immediate suspension and discipline up to and including discharge from the Department.

RIAH is the acronym for Radioimmunoassay for Hair drug screening.

SENSITIVE ASSIGNMENTS are those police members who are assigned to locations such as the Organized Crime Division, Intelligence Fusion Center, Tactical Enforcement Unit, Property Control Section (only those persons directly involved in the custody and handling of illegal drugs), and the Professional Performance Division.

SAMHSA/DHHS is otherwise known as the Substance Abuse and Mental Health Services Administration/Department of Health and Human Services. A federal agency with specific drug testing standards and embraces the mission of reducing the use of illegal substances and the abuse of legal ones.

SPLIT SAMPLE - One urine specimen is collected. This collection of urine is then split into a primary specimen and a split specimen. If a member's test results are positive, the member has an opportunity to have the second sample sent to a different Substance Abuse and Mental Health Services Administration/Department of Health and Human Services (SAMHSA/DHHS) certified laboratory for the testing of the identified drug(s).

SUBSTITUTED SPECIMEN is a urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human

urine.

770.20 TYPES OF DRUG TESTING

Drug testing shall be conducted under the following circumstances:

1. POST-OFFER JOB APPLICANT TEST

Drug testing is required by all applicants of the Department. Offers of employment are contingent upon passing a urine and/or hair drug test. Refusal to submit to drug testing or a positive confirmed test, will result in the immediate rejection of the applicant for employment.

2. REASONABLE SUSPICION (*applies to both civilian and police members*)

Where facts or circumstances are sufficient to constitute reasonable suspicion that a Department member is using or is under the influence of drugs.

Reasonable suspicion cannot be based upon mere "hunch" or solely upon poor work performance. If suspicion of drug use is based upon observation of the suspected member's physical appearance, at least two (2) supervisors must make observations.

Reasonable suspicion testing will use either the urine or hair test methodology, depending on the nature of the situation.

3. CRITICAL INCIDENT (*applies to police members only*)

Whenever a member is directly involved in an incident that results in death or great bodily harm of a human being, as defined by State Statute, or when a member causes injury to a human being by the discharge of a firearm.

Critical incident testing will use the urine test methodology.

4. PROBATION (*applies to police members only*)

Whenever a police officer is on probation, the member shall be tested prior to completion of the member's probationary period. Completion of the police officer's probationary period shall be contingent upon passing the drug test.

Probationary testing will use the hair test methodology.

5. PROMOTION (*applies to police members only*)

Whenever a police member is eligible for promotion (including

reclassifications), the police member shall be tested prior to promotion. Promotion shall be contingent upon passing the drug test.

Promotion testing will use the hair test methodology.

6. LEAVE OF ABSENCE (*applies to civilian and police members*)

Whenever a member is returning from a leave of absence that exceeds 90 consecutive calendar days in duration, the member shall be subject to drug testing. Reinstatement to the Department from the leave of absence shall be contingent upon passing a drug test.

Leave of absence testing will use the hair test methodology.

7. SENSITIVE ASSIGNMENTS (*applies to police members only*)

Members having sensitive assignments shall be subject to drug testing upon entering and leaving these assignments, as well as on an annual basis while serving in such assignments.

Sensitive assignment testing will use the hair test methodology.

8. RANDOM (*applies to police members only*)

- a. Periodically, a list of Department members selected for drug testing shall be generated by an independent secure random selection process. The frequency of random testing and sampling rate shall be as prescribed from time to time by the Chief of Police. The Chief of Police shall prescribe the independent agency providing the random selection process. Such independent agency shall be provided with a list of all police members covered by random drug testing encoded so that only the Chief of Police and the commanding officer of the Professional Performance Division know the identity of the police members.
- b. The Chief of Police may increase the frequency of random testing and sampling rate over and above the frequency of random testing and sampling rate prescribed from time to time for members assigned to sensitive assignments. If subsequent Departmental reorganization results in modifications to sensitive assignment positions, the function performed by a unit as it is presently constituted, shall continue to be covered hereunder no matter how such unit is constituted following a future reorganization.
- c. Police members selected for testing shall be notified by their commanding officer, who shall give them a written order to report for

testing. A copy of such written order shall not be entered into a police member's personnel file, but shall be retained by the Department in a file kept at the Professional Performance Division.

- d. All police members on paid leave who are selected for random drug testing shall not be required to participate in such test, except those members having the following status as of the notice of selection:
 - 1. Police members on sick or injury leave who have received permission to leave their residence or place of confinement to further recuperation;
 - 2. Police members on compensatory time off authorized after the selection notice; or
 - 3. Police members on "suspended with pay" or "dismissed with pay pending appeal" status.
- e. Police members on regular off days shall not be subject to random drug testing.
- f. A physician designated by the Chief of police shall examine any police member selected for testing who claims inability to participate due to medical reason(s). The physician shall determine if such member may be excused from the test. If such member is excused from a scheduled test, he/she shall be rescheduled for testing as soon as possible, irrespective of any random sampling selection.
- g. Random testing will use the hair test methodology.

770.25 METHOD OF DRUG TESTING

Members will be advised to report for hair or urine drug testing by the issuance of Form PD-39 "*Drug Test Order*" with the reason for the order marked at the top of the form. Members will report to the designated testing location immediately after notification and will be required to present picture identification (police ID and/or WI ID) to confirm identity.

A. PROCEDURE FOR URINE TESTING

- 1. The member will be instructed to initial and sign paperwork associated with the collection of the urine sample. Members will receive instruction from the collection technician on precise procedures which must be followed when providing the urine sample.

2. The member will be taken to a private restroom where a coloring agent will be or has already been introduced into the toilet basin/reservoir. Any other sources of water will be secured or monitored by the collection site to prevent the intentional dilution of the specimen.
3. Members are not to flush the toilet unless instructed to do so by the collection technician.
4. The urine sample (of at least 60 milliliters of urine) will be split (split sample) and held in the event a member challenges the test results or further testing is required.
5. When a member appears unable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The member shall be permitted no more than three (3) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the member to encourage urination.
6. When the Department or collection technician has articulable evidence to suggest a urine sample may have been **adulterated, substituted**, or was an **out-of-range temperature** specimen, an additional urine sample will be collected using the direct observation collection method. When a direct observation collection is required, the member will be taken to a private bathroom stall with only the member and a same sex observer present, the observer will request the member to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer – by turning around – that the member does not have a prosthetic device. After the observer has determined that the member does not have such a device, the observer will allow the member to return clothing to its proper position and then conduct the direct observation collection.

B. HAIR TESTING

1. Completing the Test Request Form (TRF)

The TRF is a pre-printed form that is coded specifically to the Department. The collection personnel shall fill out the form in the presence of the test subject. The TRF includes information such as the collector's identity, the test subject's Identification Number, and where the sample was collected (ex., crown of head, nape of the neck). The primary location for hair collection shall be the head.

2. Completing the Sample Acquisition Cards (SAC)

The SAC is a card that will hold the hair sample during transportation. A foil used for collection is included with each card. These steps may occur prior to or after the collection of the hair sample and shall be completed in the presence of the test subject.

- a. The collection technician shall sign and date the SAC's. The collection personnel shall write the test subject's Identification Number on each SAC. This number must match the number listed on the TRF.
- b. The collection technician shall place the bar code from the TRF on the SAC to ensure the documents are identified with one another.

3. Collecting the Hair Sample

1. The collection technician shall complete each of the following steps in the presence of the test subject.
 - a. The collection technician will cut three (3) samples as close to the skin as possible.
 - b. Each sample will be individually placed in separate laboratory supplied SAC and sealed by the collection technician in the presence of the test subject. These cards will be placed in separate plastic bags, sealed by the collection technician, and initialed and dated by the test subject.
 - c. Two (2) hair samples will be forwarded to the contracted laboratory for analysis.
 - d. The third hair sample will be held in the event the testing subject challenges the test results or further testing is required.
 - e. In the event that the test subject is unable to provide an adequate hair sample as required in this procedure, the collection of alternate specimen(s) to complete the drug screening shall be performed. The specimens will be collected from prescribed locations in this order: head, arms, legs, underarms, chest, or pubic region. Failure to comply

with an order to provide a specimen will be considered a refusal of the test and grounds for discharge.

- f. In cases where the test subject has a pre-existing medical condition, (ex., androgenetic alopecia or has undergone chemotherapy treatment), which prevents or inhibits growth of bodily hair, the commanding officer of PPD, with the approval of the Chief of Police, may authorize and order a substitution test of urine.
- g. The test subject shall complete the Donor Certification section of the TRF that includes the member's name and contact telephone number. In the comments section, the donor may provide additional information for the Medical Review Officer (MRO), (ex., use of prescription medicine or additional phone numbers where the MRO can contact the member if the need arises).
- h. The copy of the TRF that contains the Donor Certification section shall be separated from the TRF and placed in a sealed envelope addressed to the MRO. The test subject shall initial and date the sealed envelope. The sealed envelope shall be kept in a secured area until sent to the MRO, at the next regularly scheduled pick-up using an overnight carrier.
- i. The collection technician shall place the SAC and a copy of the TRF into the collection pouch and seal the pouch.
- j. The test subject shall initial and date the collection pouch in the space provided.

4. Storing and Shipping the Sample

The sealed collection pouch shall be kept in a secured area until sent to the laboratory, at the next regularly scheduled pick-up using an overnight carrier.

- a. The sample(s) shall be tested at a city contracted licensed laboratory that is certified to perform hair testing.

770.30 DRUGS TESTED

A. URINE

Members undergoing urine testing shall be tested for all of the following substances:

Amphetamines (Includes substances known as: Speed, Uppers, etc.)

Cannabinoids (Includes substances known as: Marijuana, Hashish, etc.)

Cocaine (Includes Crack)

Opiates (Includes substances known as: Heroin, Codeine, Morphine, etc.)

Phencyclidine (Includes substances known as: PCP, Angel Dust, etc.)

1. DRUG CUT-OFF LEVELS FOR URINE TESTING

- a. The listing represents the urine screening and confirmatory test cut-off levels of the Department.
- b. The Department may change the test cut-off levels, and add or delete drugs screened, as changes in technology or other considerations warrant identification of these, or other substances at other concentrations. The Department will provide at least a 30-day notice of any change in test cut-off levels or any modifications to the tested substance list.

<u>Drug Tested</u>	<u>Urine Initial Test Cut-Off Concentration</u>
Cocaine	300 ng/ml
Opiates	2000 ng/ml
PCP	25 ng/ml
Amphetamine	1000 ng/ml
Marijuana	50 ng/ml

<u>Drug Tested</u>	<u>Urine Confirmatory Test Cut-off Concentration</u>
Cocaine ¹	150 ng/ml
Opiates	Morphine 2000 ng/ml Codeine 2000 ng/ml 6-Acetylmorphine ² 10 ng/ml
PCP	25 ng/ml
Amphetamine	Amphetamine 500 ng/ml Methamphetamine ³ 500 ng/ml
Marijuana ⁴	15 ng/ml

- 1 Benzoyllecgonine.
- 2 Test for 6-AM when the morphine concentration is greater than or equal to 2,000 ng/ml.
- 3 Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.
- 4 Delta-9-tetrahydrocannabinol-9-carboxylic acid.

Note: Nothing herein shall prohibit the Chief of Police from amending the list of substances tested in urine, so long as the added substance is one for which SAMHSA/DHHS has adopted a quantitative standard for a positive urine test finding for the substance; the Department will notify the applicable labor associations of amendments to this list of substances.

B. HAIR

Members undergoing hair testing shall be tested for all of the following substances:

Amphetamines (Includes substances known as: Speed, Uppers, Methamphetamine, Ecstasy MDMA & MDEA, etc.)

Cannabinoids (Includes substances known as: Marijuana, Hashish, etc.)

Cocaine (Includes Crack)

Opiates (Includes substances known as: Heroin, Codeine, Morphine, Oxycodone, and Hydrocodone, etc.)

Phencyclidine (Includes substances known as: PCP, Angel Dust, etc.)

1. DRUG CUT-OFF LEVELS FOR HAIR TESTING

- a. The listing represents the hair screening and confirmatory test cut-off levels of the Department.

<u>Cut-Off Levels</u>	<u>RIAH</u>	<u>GC/MS</u>	<u>Safety-Net</u>
Cocaine	5ng/10mg	5ng/10mg	2ng/10mg
Opiates	5ng/10mg	5ng/10mg	2ng/10mg
PCP	3ng/10mg	3ng/10mg	1ng/10mg

Amphetamine	5ng/10mg	5ng/10mg	2ng/10mg
Marijuana	1ng/1gm	1pg/10mg	2pg/10mg

- b. The Department may change the test cut-off levels, and add or delete drugs screened, as changes in technology or other considerations warrant identification of these, or other substances at other concentrations. The Department will provide at least a 30-day notice of any change in test cut-off levels or any modifications to the tested substance list.
- c. Since the controlled substances listed above were not meant to be all inclusive of the federally designated drugs subject to abuse, the Department reserves the right, in reasonable suspicion cases, to perform analysis for additional controlled substances (Schedules 1 through 5), provided forensic analytical techniques, (e.g., gas chromatography / mass spectrometry), have been established at the city contracted laboratory.
- d. Cut-off levels for drugs not listed above will be at the point of quantitation.

770.35 PRESCRIPTION DRUGS

Many prescription drugs can alter or affect drug tests. It is the member's responsibility to inform the collection technician at the testing site if the member is currently taking or has taken any prescription medication in the past 120 days. Prescription medication should be documented by either the collection technician or by the member on the paperwork at the time of testing.

Below are the known prescription medications which may trigger a positive drug test result. Due to the large number of brand names and the constant marketing of new products, this list cannot be and is not intended to be all-inclusive.

Amphetamines: Pbetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine, HCl topical solution (Roxanne).

Phencyclidine: Not legal by prescription.

Opiates: Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.

770.40 TEST RESULTS

All drug test results, which show a positive result, shall be reviewed by an authorized MRO prior to the transmission of the test results to the commanding officer of the Professional Performance Division.

The duties of the MRO, with respect to positive test results, are to review and interpret confirmed, positive test results obtained through the Department's hair and/or urine testing program. In carrying out this responsibility, the MRO shall examine alternative medical explanations for any positive test result. This action may include conducting a medical interview and review of the member's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested member when a positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results for hair or urine samples that are not obtained or processed in accordance with the procedures set forth herein.

Note: For urine tests, the MRO will investigate cases where urine test results are returned as adulterated, invalid, or substituted. If the MRO's investigation cannot identify a legitimate or valid medically substantiated reason for one of the above test results, the test will be considered a refusal to test.

1. Prior to making a final decision to verify a positive test result for a member, the MRO shall give the member an opportunity to discuss the test result with them. For example, there may be a legitimate positive test result for the use of legally prescribed or dispensed medication such as codeine for coughs, narcotic analgesics for pain, tetrahydrocannabinol for cancer, cocaine as a vasoconstrictive anesthetic, etc. It is important to note that it is highly unlikely that a medically acceptable explanation will be found for the presence of cocaine or marijuana.
2. The MRO shall contact the member directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and a medically licensed or certified staff person may gather information from the member. Except as provided in paragraph 4 of this section, the MRO shall talk directly with the member before verifying a test as positive.

3. If after making all reasonable efforts and documenting them, the MRO is unable to reach the member directly, the MRO shall contact the Professional Performance Division, who shall make arrangements to contact the member and direct them to contact the MRO as soon as possible. If it becomes necessary to reach the member through PPD, they shall employ procedures that ensure, to the maximum extent practicable, that the requirement that the member contact with the MRO is held in confidence.
4. The MRO may verify a test result as positive without having communicated directly with the member in three circumstances.
 - a. If the member expressly declines the opportunity to discuss the test result, the test shall be reported as positive.
 - b. If PPD has successfully made and documented contact with the member, instructed the member to contact the MRO, more than three (3) calendar days have passed since the date the member was successfully contacted by PPD and the member has not contacted the MRO, the test shall be reported as positive.
 - c. If, after making all reasonable efforts and documenting them, PPD has not been able to contact the member and ten (10) calendar days have passed since PPD's first documented attempt to contact the member, the test shall be reported as positive.
5. The MRO shall report to PPD any samples that were not suitable for testing. When PPD receives a test result that indicates a specimen was an inadequate specimen and/or was not testable for any other reason, PPD shall contact the member and require him/her to provide another specimen.
6. The MRO shall report whether the verified test result is positive or negative to PPD. If the MRO, in his/her sole medical opinion, concludes there is a legitimate medical explanation for the positive test result, the MRO shall report the test result as negative to PPD.
7. Negative test specimen's will not be retained; instead they will be destroyed according to the contracted laboratory's protocol.
8. PPD shall officially notify each member who receives a confirmed positive test result. Upon this official notification, the provisions of 770.50 shall apply.

770.45 SAFETY-NET TESTING

If a member receives a positive, confirmed hair or urine test result, the member may request a safety-net test be conducted. For urine tests, the split sample will be tested. For hair tests, the retained sample will be tested. Safety-net tests must be performed under the same or more stringent procedures as recommended by the test manufacturer.

1. To request the safety-net test, the member must submit a written request to the commanding officer of PPD within 72 hours of being notified of the positive test result. PPD shall arrange the appropriate safety-net testing as soon as administratively possible. The member must pay for all costs associated with the applicable safety-net testing and for the MRO review.
 - a. Upon the challenge of a urine test, the split sample retained by the testing laboratory for use by the member shall be forwarded by the testing laboratory to a SAMHSA/DHHS certified laboratory selected by the member from a list of such laboratories designated by the City. Testing of split samples shall be conducted pursuant to the retesting provision described in SAMHSA/DHHS guidelines.
 - b. Upon the challenge of a hair test, the hair sample retained by the collection agent for use by the member shall be forwarded by the testing laboratory to an **FDA approved hair testing laboratory** of the member's choice.
2. If the result of the safety-net test is negative, the member's police powers shall be re-instated as soon as administratively possible and they shall be reimbursed for all costs associated with the safety-net test, including the MRO review.

770.50 DISCIPLINARY ACTION

1. A civilian or police member who has taken a drug test based on either an ordered reasonable suspicion or critical incident drug test shall not be subject to disciplinary action until the Department receives the test results. During that period, however, a police member may be suspended with pay and civilian members may be suspended without pay. Suspensions shall be accomplished most discreetly and, whenever possible, without advising other members of the reasons.
2. The Chief shall administer all discipline involving a civilian or police member who has an MRO verified confirmed positive test for drug use or for members who were considered to have refused testing; such discipline may include discharge from the Department. A challenge to a confirmed positive test result by a member shall not affect or delay the effective date of discipline imposed against the member pursuant to this section.

3. The Department's position is that any member who tests positive for illicit or illegal drugs in violation of this standard operating procedure should be discharged from the Department.

770.55 EXCLUSION OF TEST RESULTS FROM CRIMINAL PROCEEDINGS

Drug test results obtained through the Milwaukee Police Department Drug Testing Program may not be used as evidence against a member in a criminal or in a municipal ordinance violation proceeding.

770.60 CONFIDENTIALITY

- A. Except as provided in 770.60 (B) below, there shall be no dissemination of an individual member's drug test results (including documentation or information contained therein) to the public.
- B. The provisions of 770.60 (A) hereof, shall not apply to an individual member's drug test results in the following circumstances:
 - (1) Disciplinary hearings, or appeals therefrom, occasioned by such individual member's drug test results.
 - (2) Non-disciplinary administrative hearings, or appeals therefrom, when such individual member's drug test results would be relevant to such hearings/appeals.

770.65 USE OF PRESCRIPTION MEDICATIONS / DRUGS WHILE AT WORK

1. Members shall always be fit for duty during work hours. Members using prescription medication, **which may have an effect on a member's decision making, judgment, or physical ability** shall provide medical documentation indicating the member is authorized to work while using the medication(s). The member shall report such use as soon as practicable to the their on-duty shift commander or immediate supervisor.
2. The shift commander or immediate supervisor, upon being notified a member is using a prescription medication as outlined in 770.65(1), will notify the Medical Section as soon as practicable. The shift commander or immediate supervisor shall obtain all the necessary information from the member and provide it for Medical Section review.
3. The Medical Section will then notify the shift commander or immediate supervisor as to whether the member will be full duty, limited duty, or be

required to leave the workplace altogether. A member required to leave the workplace will be responsible for completing the necessary sick or injury leave forms. The Medical Section will provide guidance in this area.

4. Written authorization from a certified medical physician must be submitted to the member's shift commander or immediate supervisor upon the member's return to work. If the Medical Section believes a second medical opinion is warranted, the member may be ordered to submit to a fitness for duty exam at Department expense.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2010, and expiring at the end of December 31, 2012.

Dated this _____ day of _____, 2011.

[illegible]

AGREEMENT
Between
CITY OF MILWAUKEE
And
THE MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
Effective January 1, 2010 Through December 31, 2012

**MILWAUKEE POLICE SUPERVISORS' ORGANIZATION
AND
CITY OF MILWAUKEE
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**Summary of Wage and Fringe Benefit Modifications
In the 2010 – 2012 Agreement
Between the
City of Milwaukee (City)
and the
Milwaukee Police Supervisors Organization (Association)**

1. Article 1, Duration Article 1: Three year, January 1, 2010 through December 31, 2012
2. Article 9, Base Salary:
 - (a) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Police Sergeant by \$102.31 (\$2,667 annually), and increase the biweekly rates of pay of all other employees by \$55.77 (\$1,454 annually), with corresponding reductions in 2011 VSAP and Certification Pay payments.
 - (b) Effective Pay Period 1, 2012:
 - include education pay in base salary for those that are eligible and increase biweekly rates of pay as follows:
 - i. Associate's Degree or 64 credits - \$15.34 (\$400 annually)
 - ii. Bachelor's Degree – \$34.52 (\$900 annually)
 - iii. Master's Degree or Higher - \$42.19 (\$1,100 annually)which shall also be increased by the below listed across the board increases
 - A 3.5% across the board wage increase for Police Sergeant over Pay Period 26, 2011 wage rates
 - A 2.0% across the board wage increase for all other employees over Pay Period 26, 2011 wage rates
 - (c) Effective Pay Period 14, 2012:
 - A 1.25% across the board wage increase for Police Sergeant over Pay Period 13, 2012 wage rates
 - A 1.0% across the board wage increase for all other employees over the Pay Period 13, 2012 wage rates
3. Article 49, Variable Shift Assignment Pay:
 - (a) Effective for calendar year 2011 payments eliminate the VSAP payment provided to employees in subsections 1.a.(1) and (2).
 - (b) Modify section 6: *It is understood that including VSAP payments in the base biweekly salary is in recognition of the City's sole and unrestricted right to vary from time to time and without advance notice the starting time of an employee's regularly scheduled eight-hour shift assignment and/or the day on which such regular shift assignment occurs. Including the VSAP payments in base salary is in lieu of any other compensation for the City's retention of this right, including, without limitation, and "Out-of-Shift" premium pay.*
 - (c) Renumber subsection 1.b. and update entire Article, as needed.

4. Article 58, Certification Pay:
 - (a) Effective for calendar year 2011 payments eliminate Certification Pay payments provided to employees in section 1. After the payments for calendar year 2010 (paid in 2011), there shall be no Certification Pay payments.
 - (b) Insert the following at the beginning of the Article: Certification Pay payments have been included in the Salary Schedule as of Pay Period 1, 2011.
5. Article 12, Overtime. Insert the following in section 4.b.:

Effective the beginning of the first pay period following the execution date of the 2010-2012 Agreement, all overtime earned for work performed under grants shall be paid in cash.
6. Article 17, Health Insurance:
 - (a) Effective January 1, 2012, active employees shall contribute 12% of the Health Insurance Premium payment for plan selected.
 - (b) Remove prohibited subjects of bargaining from the remainder of the article.
7. Article 24, Vacations. Insert the following in section 4:

Effective January 1, 2012, vacation shall be taken on a fiscal year basis.
8. Article 54, Drug Testing:
 - (a) Eliminate the existing memorandum of understanding and the contractual reference thereto. Incorporate a reference to the new Standard Operating Procedure (hair testing).
9. Article 35, Educational Program:
 - (a) Effective for calendar year 2012 payments eliminate Educational Pay payments made to employees in section 1. After the payments for calendar year 2011 (made in 2012), there shall be no Educational Pay payments.
 - (b) Insert the following at the beginning of the Article: Educational Pay shall be included in the Salary Schedule as of Pay Period 1, 2012.
 - (c) Update entire article as needed
10. Incorporate into contract tentative agreements with necessary additions and updates of language and dates and deletion of obsolete language.

MILWAUKEE POLICE SUPERVISORS' ORGANIZATION

2900 W. Forest Home Avenue • Milwaukee, WI 53215 • (414) 672-M.P.S.O. (6776) Fax (414) 672-6798



August 30, 2011

Troy M. Hamblin, Labor Negotiator
City of Milwaukee
200 East Wells Street, Room 706
Milwaukee, WI 53202

Mr. Hamblin,

On August 29th, 2011, the Milwaukee Police Supervisors' Organization membership voted to ratify the 2010-2012 tentative agreement which we reached with your office on August 5th, 2011.

We therefore respectfully request that your office initiate the City ratification process as soon as administratively possible.

Sincerely,

Thomas P. Klusman
Labor Relations Manager
Milwaukee Police Supervisors Organization

11 SEP 7 AM 11:22



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 30, 2011

Board of Fire and Police Commissioners
Fire and Police Commission
City Hall, Room 706A

Dear Commissioners:

I ask that you consider at your next meeting matters relative to the City's ratification process for collective bargaining agreements covering the years 2010-2012 with the three sworn bargaining units, the Milwaukee Police Supervisors' Organization (MPSO), the Milwaukee Professional Firefighters' Association, Local 215 (Local 215), and the Milwaukee Police Association (MPA). The Common Council's Finance and Personnel Committee is scheduled to act on the MPSO and Local 215 collective bargaining agreements on October 5 with the Common Council taking final action on October 11, 2011. The terms of an MPA collective bargaining agreement will be considered on dates yet to be determined by the Finance and Personnel Committee and Common Council (bargaining agreement terms for the MPA have not been ratified by MPA membership as of the date of this letter, so all changes to the terms and conditions of employment for members of this group that are noted below are still provisory).

Sec. 62.50(10), Stats., requires a prior written recommendation from the FPC before the Common Council can reduce either the "salary" or the "compensation" of members (sworn and unsworn) of the Fire or Police Departments. Because the term "compensation" is not defined in the statute (the scope of Sec. 62.50(10) is presently being litigated), the City Attorney's office has advised, as a precautionary measure and to avoid potential litigation and liability under a broad construction of the term, that the City seek a prior written recommendation from the Fire and Police Commission regarding any changes in the terms or conditions of employment for members of either department that could potentially be deemed to constitute a decrease in "compensation." Obtaining the Fire and Police Commission's recommendation of the following changes would ensure that no potentially viable challenge could be made by individual employees or their bargaining representatives under Sec. 62.50(10) if and when these changes are approved by the Common Council:

- Changes affecting MPSO, Local 215, and MPA members:

- Each member to pay, commencing January 1, 2012, up to 12% of the bi-monthly group health coverage premium applicable to other active City employees for the particular plan choice and coverage type (single, employee plus dependents, etc.) options applicable to the member, and up to 12% of any and all increases to such premiums that are established by the City for particular plan choices and coverage type options from time-to-time after January 1, 2012 for active City employees. The maximum January 1, 2012 bi-monthly contribution rates for active City employees for the plan and coverage choice options available on January 1, 2012 are shown on Attachment A to this letter.
- Changes affecting MPSO members only (see Attachment B to this letter, Summary of Wage and Fringe Benefit Modifications applicable to MPSO members for details regarding the changes referenced below):
 - Reductions/elimination of variable shift assignment pay (VSAP) and certification pay for all employees;
 - Elimination of certain payments received by some employees pertaining to specific levels of educational credits.
- Changes affecting Local 215 members only (see Attachment C to this letter, Summary of Wage and Fringe Benefit Modifications applicable to Milwaukee Professional Firefighters' Association, Local 215, members for details regarding the changes referenced below):
 - Reductions/elimination of uniform allowance and training standards pay for all employees;
 - Reductions in salary for employees while they are in the Fire Department Academy.
- Changes affecting MPA members only (see Attachment D to this letter, Summary of Wage and Fringe Benefit Modifications for Milwaukee Police Association members for details regarding the changes referenced below):
 - Reductions in certification pay for all employees;
 - Elimination of the requirement the City provide a sweater to all employees;
 - Elimination of certain payments received by some employees pertaining to specific levels of educational credits;

- Reductions in salary for employees while they are in the Police Department Academy.

By this letter, I respectfully request that the Fire and Police Commission formally recommend to the Common Council each of the changes referenced above in this letter. Additionally, given the language of the statute, I ask that this Commission recommendation be communicated in writing to the Common Council through correspondence signed by the Commission's Chair and its Executive Director.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy M. Hamblin', with a stylized flourish at the end.

Troy M. Hamblin
Labor Negotiator

2012 Rate Chart For Active Employees

This Chart applies to all Employees whose positions are represented by any of the following units:

**GC Management; DC #48; NMNR; TEAM; Assc of Scient Pers; Assc of Muni Attys;
SNC; Loc 510 IAM; Loc 494 Mach; Loc 75 Plumbers; Loc 195 Bridge Operators;
Loc 139; Loc 61 Sanitation; ALEASP; Police Aides; Loc 494 FEDS**

HEALTH PLAN "EMPLOYEE RATE" INFORMATION

An employee will pay twice per month the rate listed below under "Employee Rate" for the plan selected.

CHART I - 2012 Employee HEALTH PLAN Payroll Contribution.

The "Employee Rate" will be deducted from the employee twice per month from the first and second paycheck.

HEALTH PLAN	¹ UHC CHOICE PLAN			² UHC CHOICE PLUS PLAN (Replaces the City's Basic Plan)		
	UHC CHOICE PLAN	City Share	Employee Rate	UHC CHOICE PLUS PLAN	City Share	Employee Rate
Single	\$ 311.98	\$ 274.54	\$ 37.44	\$ 396.84	\$ 349.22	\$ 47.62
Employee + Dependents	\$ 467.97	\$ 411.81	\$ 56.16	\$ 595.26	\$ 523.83	\$ 71.43
Employee + Spouse	\$ 623.96	\$ 549.08	\$ 74.88	\$ 793.68	\$ 698.44	\$ 95.24
Family	\$ 935.94	\$ 823.63	\$ 112.31	\$ 1,190.51	\$ 1,047.65	\$ 142.86

¹This is the HMO equivalent.

²This is the Basic Plan equivalent.

CHART II - 2012 Employee DENTAL PLAN Payroll Contribution.

The "Employee Rate" will be deducted from the employee twice per month from the first and second paycheck.

DENTAL PLAN	SINGLE PREMIUM	City Share	Single Employee Rate	FAMILY PREMIUM	City Share	Family Employee Rate
WPS/Delta Dental	\$ 12.48	\$ 6.50	\$ 5.98	\$ 43.10	\$ 18.75	\$ 24.35
Care-Plus	\$ 21.93	\$ 6.50	\$ 15.43	\$ 64.63	\$ 18.75	\$ 45.88
DentalBlue	\$ 23.63	\$ 6.50	\$ 17.13	\$ 70.89	\$ 18.75	\$ 52.14

DISCLAIMER: The benefit design and rate equivalents are subject to change by Common Council action.

NOTE: All rates/premiums and Employee Share amounts shown on this chart are shown as semi-monthly (twice per month) figures to reflect the fact that employee payroll deductions will take place twice per month, on the first and second paychecks of each month. Multiply the Rates/Premiums and Employee Share amounts by two (2) to calculate the full amounts..

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**Summary of Wage and Fringe Benefit Modifications
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City of Milwaukee (City)
and the
Milwaukee Professional Firefighters' Association**

1. Article 1, Duration Article 1: Three year, January 1, 2010 through December 31, 2012
2. Article 2, Recognition and Article 9, Definitions

Update to incorporate Fire Investigator and Special Lieutenant titles.
3. Article 10, Base Salary:
 - (a) Effective Pay Period 1, 2011, increase the biweekly rates of pay of all employees by \$12.50.
 - (b) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Firefighter, Fire Paramedic and Heavy Equipment Operator by \$23.08,
 - (c) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Lieutenant and Vehicle Operations Instructor by \$42.31.
 - (d) Effective upon the execution date of the Agreement all newly hired Firefighters shall be paid at the academy step which shall be 75% of step 1 of Pay Range 850.
 - (e) Effective Pay Period 26, 2011, a 2.95% across-the-board wage increase over the Pay Period 25, 2011 wage rates.
 - (f) Effective Pay Period 14, 2012, a 1.0% across-the-board wage increase over the Pay Period 13, 2012 wage rates.
4. Article 35, Uniform Allowance:
 - (a) Effective for calendar year 2011 payments eliminate the Uniform Replacement Allowance provided to employees. After the payments for calendar 2010 (paid in December 2010), there shall be no Uniform Allowance payments.
 - (b) Delete the existing contents of the Article. Deletion of this Article shall not affect any prior years' payments.
 - (c) Insert the following at the beginning of the Article: Uniform Allowance payments have been included in the Salary Schedule as of Pay Period 1, 2011.
5. Article 58, Training Standards Pay:
 - (a) Effective for calendar year 2011 payments eliminate Training Standards Pay payments provided to employees. After the payments for calendar year 2010 (paid in 2011), there shall be no Training Standards Pay payments.

- (b) Insert the following at the beginning of the Article: Training Standards Pay payments have been included in the Salary Schedule as of Pay Period 1, 2011.
6. Article 26, Health Insurance:
- (a) Effective January 1, 2012, active employees shall contribute 12% of the Health Insurance Premium payment for the plan selected.
 - (b) Effective January 1, 2012, registered domestic partners of eligible City employees shall be eligible for health benefits and dental insurance. Employees who elect coverage for his/her domestic partner must be enrolled in the same plan.
 - (c) Remove prohibited subjects of bargaining from the remainder of the article.
7. Update language and dates and delete any obsolete language.

**Summary of Wage and Fringe Benefit Modifications
In the 2010 – 2012 Agreement
Between the
City of Milwaukee (City)
and the
Milwaukee Police Association**

1. Article 1, Duration: Three year, January 1, 2010 through December 31, 2012
2. Article 10, Base Salary:
 - (a) Effective Pay Period 1, 2011, increase the biweekly rates of pay by \$19.18 (\$500 annually) with corresponding reductions in 2011 Certification Pay payments.
 - (b) Effective upon the execution date of the Agreement all newly hired Police Officers shall be paid at the academy step which shall be 75% of step 1 of Pay Range 801.
 - (c) Effective Pay Period 1, 2012:
 - Include education pay in base salary for those that are eligible and increase biweekly rates of pay as follows:
 - i. Associate's Degree or 64 credits - \$15.34 (\$400 annually)
 - ii. Bachelor's Degree – \$34.52 (\$900 annually)
 - iii. Master's Degree or Higher - \$42.19 (\$1,100 annually)which shall also be increased by the below listed across the board increases
 - A 2.95% across the board wage increase over Pay Period 26, 2011 wage rates
 - (d) Effective Pay Period 14, 2012, a 1.35% across the board wage increase over Pay Period 13, 2012 wage rates
3. Article 21, Health Insurance:
 - (a) At the beginning of the Article insert the following: Certain items contained in this Article are currently under litigation.
 - (b) Effective January 1, 2012, active employees shall contribute 12% of the Health Insurance Premium payment for the plan selected.
4. Article 33, Uniform and Equipment:
 - (a) Add the following to 1.a.: (3) Effective upon the execution date of the Agreement, a Uniform Outer Carrier shall be included in the initial issue, which shall replace the initial issue of a sweater.
 - (b) 1.b.(1)(a) replace sweater with Uniform Outer Carrier

5. Article 39, Educational Program:
 - (a) Effective for calendar year 2012 payments eliminate Educational Pay payments made to employees in section 1. After the payments for calendar year 2011 (made in 2012), there shall be no Educational Pay payments.
 - (b) Update entire article as needed
6. Article 62, Parking Allowance Benefits for Police Administration Building Employees:
 - (a) Redraft entire Article removing any reference to car pool parking allowance and eliminate any references to specific parking allowance rates.
 - (b) Eligible employees shall receive parking allowance at rates current at time of reimbursement request.
7. Article 68, Certification Pay:
 - (a) Effective for calendar year 2011 payments (paid in 2012), Certification Pay shall be reduced to \$500.
8. Two Memoranda of Understanding agreed to and signed by the parties:
 - (a) The City agrees to hire 100 Police Officers between the execution date of the 2010-2012 Agreement and December 31, 2012.
 - The 2012 class shall start no later than August 15, 2012
 - (b) Employees in the classification of Detective upon the execution date of the 2010-2012 Agreement shall be allowed to participate in the testing process for Lieutenant positions regardless of supervisory experience or lack thereof. Identified individuals currently holding the rank of Detective shall be considered 'grandfathered' as to all such subsequent testing opportunities to/for the rank of Lieutenant.
9. Update language and dates and delete any obsolete language.
10. All other article shall remain Status Quo.



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

October 3, 2011

Mr. Thomas Klusman
Milwaukee Police Supervisors' Organization
2900 W. Forest Home Avenue
Milwaukee, WI 53215

RE: Retiree Health Care Premium Contributions

Dear Mr. Klusman:

As you are aware, the City will no longer be offering the Basic Plan effective January 1, 2012. Consequently, employees who previously retired and were eligible for health care coverage upon their retirement shall, as long as they continue to remain eligible to receive health care coverage, and are less than age 65, have the retiree health care premium contributions based on the percentage of the subscriber cost, for the enrollment status selected, for the Highest Cost Plan offered by the City. The percentage of the premium contributions shall continue to be determined by using the unused sick leave formula set forth in the City/MPSO labor agreement.

Sincerely,

Troy M. Hamblin
Labor Negotiator

Cc Michael Brady
Jerry Allen
Martin Matson
Nicole Fleck

TMH/NMF
Retiree HI Prem Contr_9 11
Labr/MPSO/2010-2011/Implementation



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 7, 2011

The Honorable
The Committee on Finance
and Personnel
Common Council
City of Milwaukee

Dear Committee Members:

To implement the rates of pay contained in the 2010-2012 Memorandum of Understanding between the City of Milwaukee and the Milwaukee Police Supervisors' Organization, we request your approval of amendments to Section 19 of the Salary Ordinance.

1. **EFFECTIVE PAY PERIOD 1, 2010 (DECEMBER 27, 2009)**

The existing footnotes under these pay ranges are to be retained.

Under Pay Ranges 831 through 842, maintain the current biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,245.88 2,334.36 2,426.43 2,522.15 2,621.67 2,725.25

Pay Range 835

Official Rate - Biweekly

2,522.15 2,621.67 2,725.25 2,832.89 2,944.88 3,061.18

Pay Range 836

Official Rate - Biweekly

2,621.67 2,725.25 2,832.89 2,944.88 3,061.18 3,182.30

Pay Range 839

Official Rate - Biweekly

2,944.88	3,061.18	3,182.30	3,308.21	3,439.23	3,575.41
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Pay Range 842

Official Rate - Biweekly

3,308.21	3,439.23	3,575.41	3,717.09	3,864.42	4,017.62
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2. **EFFECTIVE PAY PERIOD 1, 2011 (DECEMBER 26, 2010)**

Under Pay Ranges 831 through 842 delete the current biweekly rates of pay and substitute therefor the following biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,348.19	2,436.67	2,528.74	2,624.46	2,723.98	2,827.56
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Pay Range 835

Official Rate - Biweekly

2,577.92	2,677.44	2,781.02	2,888.66	3,000.65	3,116.95
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Pay Range 836

Official Rate - Biweekly

2,677.44	2,781.02	2,888.66	3,000.65	3,116.95	3,238.07
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Pay Range 839

Official Rate - Biweekly

3,000.65	3,116.95	3,238.07	3,363.98	3,495.00	3,631.18
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Pay Range 842

Official Rate - Biweekly

3,363.98	3,495.00	3,631.18	3,772.86	3,920.19	4,073.40
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3. **EFFECTIVE PAY PERIOD 1, 2012 (DECEMBER 25, 2011)**

Under Pay Ranges 831 through 842 delete the current biweekly rates of pay and substitute therefor the following biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,430.38 2,521.95 2,617.25 2,716.32 2,819.32 2,926.52

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, and employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,446.25, 2,537.83, 2,633.12, 2,732.19, 2,835.20, 2,942.40."

Add footnote designation "4/" which should read as follows: "4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,466.10, 2,557.68, 2,652.97 , 2,752.04, 2,855.05, 2,962.25."

Add footnote designation "5/" which should read as follows: "5/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,474.04, 2,565.62, 2,660.91, 2,759.98, 2,862.99, 2,970.19."

Pay Range 835

Official Rate - Biweekly

2,629.48 2,730.99 2,836.64 2,946.43 3,060.66 3,179.29

Add footnote designation "1/" which should read as follows: "1/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,645.13, 2,746.64, 2,852.29, 2,962.08, 3,076.31, 3,194.94."

Add footnote designation "2/" which should read as follows: "2/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,664.69, 2,766.20, 2,871.85, 2,981.64, 3,095.87, 3,214.50."

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,672.51, 2,774.02, 2,879.67, 2,989.47, 3,103.70, 3,222.32."

Pay Range 836

Official Rate - Biweekly

2,730.99 2,836.64 2,946.43 3,060.66 3,179.29 3,302.83

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,746.64, 2,852.29, 2,962.08, 3,076.31, 3,194.94, 3,318.48."

Add footnote designation "4/" which should read as follows: "4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,766.20, 2,871.85, 2,981.64, 3,095.87, 3,214.50, 3,338.04."

Add footnote designation "5/" which should read as follows: "5/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,774.02, 2,879.67, 2,989.47, 3,103.70, 3,222.32, 3,345.87."

Pay Range 839

Official Rate - Biweekly

3,060.66 3,179.29 3,302.83 3,431.26 3,564.90 3,703.80

Add footnote designation "2/" which should read as follows: "2/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 3,076.31, 3,194.94, 3,318.48, 3,446.91, 3,580.55, 3,719.45."

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 3,095.87, 3,214.50, 3,338.04, 3,466.47, 3,600.11, 3,739.01."

Add footnote designation "4/" which should read as follows: "4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 3,103.70, 3,222.32, 3,345.87, 3,474.29, 3,607.93, 3,746.84."

Pay Range 842

Official Rate - Biweekly

3,431.26 3,564.90 3,703.80 3,848.32 3,998.59 4,154.87

Add footnote designation "2/" which should read as follows: "2/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 3,446.91, 3,580.55, 3,719.45, 3,863.96, 4,014.24, 4,170.51."

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 3,466.47, 3,600.11, 3,739.01, 3,883.53, 4,033.80, 4,190.08."

Add footnote designation "4/" which should read as follows: "4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 3,474.29, 3,607.93, 3,746.84, 3,891.35, 4,041.63, 4,197.90."

4. EFFECTIVE PAY PERIOD 14, 2012 (JUNE 24, 2012)

Under Pay Ranges 831 through 842 delete the current biweekly rates of pay and substitute therefor the following biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,460.76 2,553.47 2,649.97 2,750.27 2,854.56 2,963.10

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,476.83, 2,569.55, 2,666.03, 2,766.34, 2,870.64, 2,979.18."

Amend footnote designation "4/" to read as follows: "4/ Effective Pay Period

14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,496.93, 2,589.65, 2,686.13, 2,786.44, 2,890.74, 2,999.28."

Amend footnote designation "5/" to read as follows: "5/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,504.97, 2,597.69, 2,694.17, 2,794.48, 2,898.78, 3,007.32."

Pay Range 835

Official Rate - Biweekly

2,655.77 2,758.30 2,865.01 2,975.89 3,091.27 3,211.08

Amend footnote designation "1/" to read as follows: "1/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,671.58, 2,774.11, 2,880.81, 2,991.70, 3,107.07, 3,226.89."

Replace footnote designation "2/" with the following: "2/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,691.34, 2,793.86, 2,900.57, 3,011.46, 3,126.83, 3,246.65."

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,699.24, 2,801.76, 2,908.47, 3,019.36, 3,134.74, 3,254.54."

Pay Range 836

Official Rate - Biweekly

2,758.30 2,865.01 2,975.89 3,091.27 3,211.08 3,335.86

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,774.11, 2,880.81, 2,991.70, 3,107.07, 3,226.89, 3,351.66."

Amend footnote designation "4/" to read as follows: "4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,793.86, 2,900.57, 3,011.46, 3,126.83, 3,246.65, 3,371.42."

Amend footnote designation "5/" to read as follows: "5/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,801.76, 2,908.47, 3,019.36, 3,134.74, 3,254.54, 3,379.33."

Pay Range 839

Official Rate - Biweekly

3,091.27 3,211.08 3,335.86 3,465.57 3,600.55 3,740.84

Amend footnote designation "2/" to read as follows: "2/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 3,107.07, 3,226.89, 3,351.66, 3,481.38, 3,616.36, 3,756.64."

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 3,126.83, 3,246.65, 3,371.42, 3,501.13, 3,636.11, 3,776.40."

Amend footnote designation "4/" to read as follows: "4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 3,134.74, 3,254.54, 3,379.33, 3,509.03, 3,644.01, 3,784.31."

Pay Range 842

Official Rate - Biweekly

3,465.57 3,600.55 3,740.84 3,886.80 4,038.58 4,196.42

Amend footnote designation "2/" to read as follows: "2/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 3,481.38, 3,616.36, 3,756.64, 3,902.60, 4,054.38, 4,212.22."

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 3,501.13, 3,636.11, 3,776.40, 3,922.37, 4,074.14, 4,231.98."

Amend footnote designation "4/" to read as follows: "4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 3,509.03, 3,644.01, 3,784.31, 3,930.26, 4,082.05, 4,239.88."

The costs of these amendments to the Salary Ordinance are included in the fiscal note attached to the resolution approving the Memorandum of Understanding, Common Council File Number 110518.

We recommend adoption of the attached amendments to the Salary Ordinance.

Sincerely,



Troy M. Hamblin
Labor Negotiator

cc: Cynthia Ratliff
Gloria Ng
Melody Johnson
Faranda Wragg
Michelle Stein
Renee Keinert



Office of the Comptroller

September 13, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

Ref: Pay Admin

The Honorable Common Council
Committee on Finance & Personnel
City of Milwaukee

Dear Committee Members:

Re: Common Council File No. 110518

I have reviewed the fiscal impact statement in the above file, which reports the impact of the wage agreement prepared by the Labor Negotiator for the Milwaukee Police Supervisors' Organization. The total incremental costs as developed by my staff for the 2010-2012 agreement by category are:

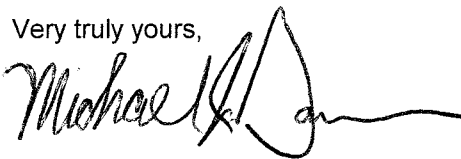
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries – Base pay	\$ -	\$ 663,280	\$ 1,613,280
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	-	91,119	240,289
Pension & FICA	-	3,380	83,655
Health Ins. Savings	-	-	(517,075)
Saving by elimination of VSAP and Certification pay	-	(623,283)	(623,283)
Saving by elimination of Education pay			(148,645)
Total Contract Costs:	\$ -	\$ 134,496	\$ 648,221

The 20-year bonus payment of VSAP is being rolled into base salary for all employees in 2011. Only 30% of MPSO employees have achieved this longevity and is why the cost exceeds the savings. All employees who have a degree will be compensated through various footnotes to base salary in 2012.

The average increase to sergeant base wage is 9.5% for this contract. All other classifications, the average increase is 5.6%. Base pay is used when calculating overtime and pension contributions. The cost for these items is listed above and is carried forward to future years.

We have found the balance of the figures in the note to be reasonable. The figures developed by the Labor Negotiator are adequate for use in the file.

Very truly yours,


W. MARTIN MORICS
Comptroller

WMM:JB

91 - MPSO 10-12

C: Labor Relations, Deferred Comp, ERS
Room 404, City Hall, 200 East Wells Street, Milwaukee, Wisconsin 53202 – 3566 Phone: (414) 286-3321, Fax: (414) 286-3281





Office of the Comptroller

September 13, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

Ref: Pay Admin

The Honorable Common Council
Committee on Finance & Personnel
City of Milwaukee

Dear Committee Members:

Re: Common Council File No. 110518

I have reviewed the fiscal impact statement in the above file, which reports the impact of the wage agreement prepared by the Labor Negotiator for the Milwaukee Police Supervisors' Organization. The total incremental costs as developed by my staff for the 2010-2012 agreement by category are:

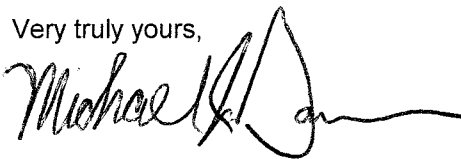
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries – Base pay	\$ -	\$ 663,280	\$ 1,613,280
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	-	91,119	240,289
Pension & FICA	-	3,380	83,655
Health Ins. Savings	-	-	(517,075)
Saving by elimination of VSAP and Certification pay	-	(623,283)	(623,283)
Saving by elimination of Education pay			(148,645)
Total Contract Costs:	\$ -	\$ 134,496	\$ 648,221

The 20-year bonus payment of VSAP is being rolled into base salary for all employees in 2011. Only 30% of MPSO employees have achieved this longevity and is why the cost exceeds the savings. All employees who have a degree will be compensated through various footnotes to base salary in 2012.

The average increase to sergeant base wage is 9.5% for this contract. All other classifications, the average increase is 5.6%. Base pay is used when calculating overtime and pension contributions. The cost for these items is listed above and is carried forward to future years.

We have found the balance of the figures in the note to be reasonable. The figures developed by the Labor Negotiator are adequate for use in the file.

Very truly yours,


W. MARTIN MORICS
Comptroller

WMM:JB

91 - MPSO 10-12

C: Labor Relations, Deferred Comp, ERS
Room 404, City Hall, 200 East Wells Street, Milwaukee, Wisconsin 53202 – 3566 Phone: (414) 286-3321, Fax: (414) 286-3281





City of Milwaukee Fiscal Impact Statement

A

Date 9-12-11 **File Number** 110518

Subject Resolution to ratify and confirm the 2010-2012 final Agreement between the City of Milwaukee and the Milwaukee Police Supervisors' Organization.

B

Submitted By (Name/Title/Dept./Ext.) Nicole Fleck/Labor Relations Officer/DER-Labor Relations/x3371

C

- This File**
- ☒ Increases or decreases previously authorized expenditures.
 - ☐ Suspends expenditure authority.
 - ☐ Increases or decreases city services.
 - ☐ Authorizes a department to administer a program affecting the city's fiscal liability.
 - ☐ Increases or decreases revenue.
 - ☐ Requests an amendment to the salary or positions ordinance.
 - ☐ Authorizes borrowing and related debt service.
 - ☐ Authorizes contingent borrowing (authority only).
 - ☐ Authorizes the expenditure of funds not authorized in adopted City Budget.

D

- This Note**
- ☐ Was requested by committee chair.

E

- Charge To**
- ☒ Department Account
 - ☐ Capital Projects Fund
 - ☐ Debt Service
 - ☐ Other (Specify) _____
 - ☐ Contingent Fund
 - ☐ Special Purpose Accounts
 - ☐ Grant & Aid Accounts

F

Assumptions used in arriving at fiscal estimate.

Current staffing levels and prior years experience.

G

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$1,150,319	
Supplies/Materials			
Equipment			
Services			
Other	Pension/Life Ins	\$133,805	
	Health Insurance		\$517,075
TOTALS		\$1,284,124	\$517,075

H

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

I

List any costs not included in Sections E and F above.

Cost of \$132,497 will recur in 2012.

J

Additional information.



City of Milwaukee Fiscal Impact Statement

A

Date 9-7-11 **File Number** 110518

Subject Resolution to ratify and confirm the 2010-2012 final Agreement between the City of Milwaukee and the Milwaukee Police Supervisors' Organization.

B

Submitted By (Name/Title/Dept./Ext.) Nicole Fleck/Labor Relations Officer/DER-Labor Relations/x3371

C

- This File**
- ☒ Increases or decreases previously authorized expenditures.
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 - ☐ Increases or decreases revenue.
 - ☐ Requests an amendment to the salary or positions ordinance.
 - ☐ Authorizes borrowing and related debt service.
 - ☐ Authorizes contingent borrowing (authority only).
 - ☐ Authorizes the expenditure of funds not authorized in adopted City Budget.

D

- This Note**
- ☐ Was requested by committee chair.

E

- Charge To**
- ☒ Department Account
 - ☐ Capital Projects Fund
 - ☐ Debt Service
 - ☐ Other (Specify) _____
 - ☐ Contingent Fund
 - ☐ Special Purpose Accounts
 - ☐ Grant & Aid Accounts

F

Assumptions used in arriving at fiscal estimate.

Current staffing levels and prior years experience.

G

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$963,813	
Supplies/Materials			
Equipment			
Services			
Other	Pension/Life Ins	\$176,991	
	Health Insurance		\$517,075
TOTALS		\$1,140,804	\$517,075

H

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

I

List any costs not included in Sections E and F above.

Cost of \$97,222 will recur in 2012.

J

Additional information.

PW FILE NUMBER: 110518

[illegible]



Legislation Details (With Text)

File #: 110548 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution to ratify and confirm the final agreement between the City of Milwaukee and the Milwaukee Professional Firefighters' Association.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, FIRE DEPARTMENT, LABOR CONTRACTS

Attachments: Cover Letter, Agreement, Comptroller Response, Union Ratification Letter, DER Letter to Fire and Police Commission, Summary of Wage and Fringe Benefit Modifications, Letter Requesting Salary Ordinance Changes, Fiscal Impact Statement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110548
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title

Substitute resolution to ratify and confirm the final agreement between the City of Milwaukee and the Milwaukee Professional Firefighters' Association.

Analysis

The purpose of this resolution is to confer common council approval, ratification and confirmation on the memorandum of understanding between the City of Milwaukee negotiating team and Milwaukee Professional Firefighters' Association covering wages, hours and conditions of employment for the time periods commencing January 1, 2010, through December 31, 2012.

Body

Whereas, The total agreement between the city negotiating team and Milwaukee Professional Firefighters' Association, for the time period commencing January 1, 2010, through December 31, 2012 has been reduced to writing; and

Whereas, The memorandum of understanding embodying the agreement reached by the parties, copies of which are attached to Common Council File No. 110548 and incorporated herein as though fully set forth at length, was executed subject to ratification by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the agreement between the city negotiating team and Milwaukee Professional Firefighters' Association be approved; and be it

Further Resolved, That the city negotiating team is hereby authorized and directed to reduce the agreement to a formal contract between the union and the city; and be it

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contract between the City of Milwaukee and Milwaukee Professional Firefighters' Association which reflect the terms of the agreement; and be it

Further Resolved, That the proper city officials are hereby authorized and directed to take the necessary action or to make the necessary recommendations to the common council or the appropriate committees or boards to implement the terms of this agreement; and be it

Further Resolved, That such sums as are necessary for the implementation of the aforementioned labor contract in accordance with the terms and conditions be obtained for and charged to the appropriate departmental budget accounts in accordance with the customary reporting and accounting requirements.

Requestor

Department of Employee Relations

Drafter

NMF:

110548 res

labr/Lo-215/2010-2011/Implementation



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 26, 2011

To The Honorable
The Committee on Finance
and Personnel
Common Council
City of Milwaukee

RE: File No. 110548

Dear Committee Members:

Agreement on a Memorandum of Understanding between the City Negotiating Team and the Milwaukee Professional Fire Fighters' Association Local #215, IAFF, AFL-CIO has been reached. The Memorandum of Understanding covers wages, hours and conditions of employment for the period commencing January 1, 2010 through December 31, 2012.

Copies of the Memorandum of Understanding, a resolution approving it, a summary of its provisions, a fiscal note and a notice of ratification from the Union are attached.

In view of the foregoing, it is recommended that this resolution be approved.

Sincerely,

Troy M. Hamblin
Labor Negotiator

Attachments

cc: Chief Mark Rohlfing
David Seager

TMH:NMF
110548 F&P ltr
labr/fo-215/2010-2011/Implementation

AGREEMENT
BETWEEN
CITY OF MILWAUKEE
AND
MILWAUKEE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
LOCAL #215, IAFF, AFL-CIO
EFFECTIVE JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

LOCAL #215, IAFF, AFL-CIO

AGREEMENT
BETWEEN
CITY OF MILWAUKEE
AND
MILWAUKEE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
LOCAL #215, IAFF, AFL-CIO
EFFECTIVE JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

PREAMBLE

1. THIS AGREEMENT is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City," and the Milwaukee Professional Fire Fighters' Association, Local #215, International Association of Fire Fighters, AFL-CIO, as the representative of certain employees who are employed by the City of Milwaukee in the Fire Department hereinafter referred to as "Association."
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship, which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this Agreement that is delegated to the City Common Council relating to: The Fire Chief, and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes), the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes), and any other statutes and laws applicable to the City.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any agency or department of City government which is

now expressly provided for respectively either by State Statute or Charter Ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2010, and ending at 12:01 a.m. on January 1, 2013. This Agreement will terminate on January 1, 2013 unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2012, nor later than July 1, 2012, the Association shall give the City written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding labor contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the provisions of the WAIVER OF FURTHER BARGAINING Article of this Agreement.

ARTICLE 2

RECOGNITION

1. The Association is recognized as the exclusive bargaining agent for employees in active service and in the following classifications:

Paramedic Field Lieutenant
Fire Paramedic Field Lieutenant
Firefighter
Heavy Equipment Operator
Fire Lieutenant
Fire Lieutenant/Fire Investigator
Special Lieutenant
Paramedic Lieutenant (civilian and non-civilian)
Administrative Fire Lieutenant
Fire Captain
Fire Captain/Fire Investigator
Administrative Fire Captain
Vehicle Operations Instructor
Fire Paramedic
Vehicle Operations Training Coordinator
Administrative Captain – EMS
Fire Captain Incident Safety Officer

If an employee in active service and occupying one of the classifications listed above is placed on an authorized leave of absence without pay, the Association shall also be recognized as the exclusive bargaining agent for that individual during the period of such leave. While on such leave, the individual shall not be covered by this Agreement and shall not be entitled to any of its benefits except as specifically provided herein.

2. The Association recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
3. In the event a consolidation occurs in any City department, between City departments or units thereof, whose employees, in part or in whole, are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified

representative, as determined by the WERC pursuant to the election, shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.

4. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit, then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit and they shall also be covered by the Agreement between the Association and the City.

ARTICLE 3

ORDINANCE AND RESOLUTION REFERENCES

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

ARTICLE 4

SUBORDINATE TO LEGISLATIVE AUTHORITY

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

ARTICLE 5

MANAGEMENT RIGHTS

1. The Association recognizes the right of the City, the Board of Fire and Police Commissioners and Fire Chief to operate and manage its affairs in all respects. The Association recognizes the exclusive right of the Board of Fire and Police Commissioners and/or the Fire Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Agreement provided that such rules and procedures do not violate any of the provisions of this Agreement.
2. The City has the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the City.
3. The Fire Chief shall establish a vacation days off schedule, holidays off schedule and a work reduction days off schedule. In establishing these schedules the Fire Chief shall determine the maximum number of employees to be off on paid leave at any given time and scheduling of vacation days off, holidays off and work reduction days off shall be subject to this requirement.
4. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
5. Apparatus assignment shall be at the discretion of the Fire Chief.
6. The City reserves the right to discipline or discharge for cause; except that discipline or discharge of a probationary employee in the Firefighter position classification shall not have to be for cause. The City reserves the right to lay off personnel of the Department. The City shall determine work schedules and establish methods and processes by which such work is performed. The City shall have the right to transfer employees within the Fire Department in a manner most advantageous to the City.

7. Except as otherwise specifically provided in this Agreement, the City, the Fire Chief and the Fire and Police Commission shall retain all rights and authority to which by law they deem it their responsibility to enforce.
8. The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government, and such transfer shall not require any prior negotiations or the consent of any group, organization, union or labor organization whatsoever. It is understood that in the event of transfer of this function to another unit of government that the Agreement shall remain in effect until its termination date except that either party may terminate such Contract upon 90 days' notification after the date that such transfer shall occur.
9. The City shall have the authority to consolidate the operations of two or more departments and to reorganize the operations within a department. The City agrees, however, that in the event of consolidation of two or more departments that it shall notify the Association 90 calendar days in advance and discuss such consolidation with the Association.
10. The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
11. The Association pledges cooperation to increasing departmental efficiency and effectiveness. Any and all rights concerning the management and direction of the Fire Department and the fire force shall be exclusively the right of the City, unless otherwise provided by the terms of this Agreement as permitted by law.

ARTICLE 6

PROBATIONARY EMPLOYEES

1. Probationary employees in the Firefighter classification shall not be covered by the GRIEVANCE AND ARBITRATION PROCEDURE Article of this Agreement in differences involving matters of Departmental discipline or discharge.

2. Duration of Probationary Period

a. Firefighter Classification

The duration of employee probationary periods for employees in the Firefighter classification shall be sixteen (16) months measured from the date of hire unless extended as provided below. If such a probationary employee is absent from duty on account of sick leave, injury leave, military leave, unpaid leave of absence, maternity/childrearing leave or any other absence from duty, for a combined total of nine (9) or more work shifts, his/her probationary period shall be extended by the time period needed for the probationary employee to work the number of his/her regularly scheduled work shifts equal to the number of work shifts he/she was absent from duty.

b. All Other Classifications

The duration of the probationary period for employees in classifications other than the Firefighter classification shall be prescribed by the Fire and Police Commission.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

1. GRIEVANCE PROCEDURE

A. Grievances

- 1) Differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Fire Chief affecting wages, hours or conditions of employment and not inconsistent with Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, shall constitute a grievance under the provisions set forth below. Matters of departmental discipline involving application of the rules or regulations of the Fire Chief which are not subject to appeal to the Board of Fire and Police Commissioners shall constitute a grievance under the aforementioned provisions and matters of departmental discipline involving application of the rules or regulations of the Fire Chief which are subject to appeal to the Board of Fire and Police Commissioners shall not constitute a grievance under the aforementioned provision. Matters involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions. Obligations of the City under CHAPTER 65, Wisconsin Statutes, and any pension matter under the exclusive jurisdiction or control of any duly constituted pension board shall not constitute a grievance under the provisions aforementioned.
- 2) Grievances over discipline shall be initiated at step 1 of the Grievance Procedure except that in cases of discipline administered by the Fire Chief the grievance shall be initiated at step 2 of the Grievance Procedure and be

reviewed by the Fire Chief.

- 3) Grievances concerning life insurance or health insurance benefits, other than claims, shall be initiated at Step 3 of the Grievance Procedure and be reviewed by the City Labor Negotiator.
- 4) All grievances and grievance appeals shall set forth the provision of the Agreement and/or the rule or regulation of the Fire Chief under which the grievance was filed. All appeals of duly filed grievances not submitted by the Association or employee (hereinafter referred to as "member") within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE. Abandoned grievances shall not be considered precedent for future cases. Properly prepared and filed grievances shall be answered on behalf of the City within the time limits specified. In the event the City does not answer a properly filed grievance within the time limits, the grievance will move to the next step specified in the GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.

B. STEPS IN THE GRIEVANCE PROCEDURE

STEP 1:

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his/her Association designated representative. The Association designated representative shall meet with the grievant and if the grievant so desires and the Association designated representative determines, the Association designated representative shall present the written grievance within ten (10) calendar days of the occurrence of the incident leading to the grievance to a Board of Investigation of not more than three

designated by the Fire Chief. Said grievance shall be in writing and shall be submitted to the individual in the Fire Department Administration designated by the Fire Chief, and therein a request shall be made for a meeting with said Board of Investigation to consider the grievance. The Board of Investigation and the Association Grievance Committee Chairman shall meet at a mutually agreeable time within ten (10) calendar days of receipt of the written grievance to the Board of Investigation. The grievant shall be entitled to be present at such grievance meeting and shall have the right to be represented by the Association Grievance Committee Chairman and the parties shall discuss the grievance in good faith and attempt to resolve the matter. Within ten (10) calendar days of said meeting, said Board of Investigation shall, in writing, advise the Association Grievance Committee Chairman and the grievant of its determination with respect to the grievance setting forth the reasons for its decision.

STEP 2:

If the grievance is not resolved in Step 1 above, the Chairman of the Association Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Board of Investigation, appeal the grievance to the Fire Chief. Such appeal shall be in writing and therein a request shall be made for a meeting between the Fire Chief, the grievant and the Chairman of the Association Grievance Committee. At the meeting, to be held at mutually agreeable time within ten (10) calendar days of receipt of said written appeal to the Fire Chief, the parties shall discuss the grievance and the various answers and decisions in good faith in an attempt to resolve the grievance. Within ten (10) calendar days of such meeting, unless the time period is mutually extended by the parties, the Fire Chief shall in writing advise the Chairman of the Association Grievance Committee and the grievant as to the Chief's decision with respect to the grievance. If an Association grievance involving a matter of Departmental discipline is not settled at the third step, the Association may proceed to final and binding arbitration as

hereinafter provided.

STEP 3:

If the grievance does not involve a matter of Departmental discipline and is not resolved in Step 2 above, the Chairman of the Association Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Chief Engineer, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairman of the Association Grievance Committee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within twenty-five (25) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the City Labor Negotiator, shall, in writing, advise the Chairman of the Association Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If an Association grievance is not settled at the third step, the Association may proceed to final and binding arbitration as hereinafter provided.

2. GRIEVANCE ARBITRATION

- A. Final and binding arbitration may be initiated by serving upon the employer a notice in writing of an intent to proceed to final and binding arbitration within thirty (30) calendar days of receipt of the third step answer. Said notice shall identify the grievance and the employees involved.
- B. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties, shall, within seven (7) calendar days of

the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.

- C. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate to the dispute. Statements of positions may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Fire Chief, the Chief or his/her designated representative shall be permitted to participate in the proceeding and to state the Chief's position on the dispute.
- D. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement or of the rules and regulations in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- F. In reviewing any difference over application of a departmental rule or regulation under this grievance and arbitration procedure the arbitrator shall take into account the special statutory responsibilities granted to the Fire Chief under Chapter 586, Special Laws of 1911 of the State of Wisconsin, and amendments thereto. The arbitrator, shall not impair the ability of the Fire Chief to operate the department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, nor shall he/she impair the authority of the Fire Chief to maintain, establish and modify rules and regulations for the operation of the Fire Department, provided such rules and regulations are not in

violation of the specific provisions of this Agreement. In addition, the arbitrator shall not prohibit the Fire Chief from executing departmental rules and regulations in a fair and equitable manner.

- G. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- H. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- I. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- J. The arbitrator shall submit in writing his/her award to the parties.
- K. During the term of the 2007-2009 Agreement, if any change to Wis. Stat. § 62.50 is enacted that affects the Association's ability to arbitrate discipline, the parties will immediately enter into negotiations for the purpose of arriving at mutually satisfactory modifications to this article.

ARTICLE 8

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Association pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department.
2. Should one or more members of the bargaining unit during the term of this Agreement or any extension thereof breach the obligations of subsection 1, the City Labor Negotiator shall immediately notify the officers of the Association that a prohibited action is in progress.
3. The Association shall forthwith, and in any event within twelve (12) hours by the senior responsible officer of the Association, disavow said strike; shall order its member or members in writing to return to work or cease the prohibited activity; and provide the City Labor Negotiator with a copy of its order; or alternatively accept the responsibility for the strike.
4. If the Association disavows the prohibited activity, the City shall not hold the Association financially responsible and the Association shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants. Such penalties may include:
 - a. Discharge
 - b. Loss of compensation, vacation benefits and holiday pay
 - c. Extra tours of duty without pay.
5. If an employee or the Association is charged with a violation of subsection 1. or 2. of this Article, above, it may raise through the grievance procedure a question of: (1) Whether a prohibited activity did in fact exist or occur; and (2) Whether the individual or group of individuals participated in the activity, but it shall not be able to grieve the penalty

imposed by the Fire Chief. If the prohibited activity also constitutes a violation of a rule of the Department, and the City elects to stand on such violation, the above rights shall not exist.

6. There shall be no lock out by the City during the term of this Agreement.

ARTICLE 9

DEFINITIONS

1. "Active Service"

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

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while employed as a member of the Fire Department prior to the execution date of this agreement. For purposes of interpretation and construction of the provisions of this Agreement, an employee in the Firefighter job classification shall not accrue credit towards length of service during his/her probationary period; provided, however, upon completion of his/her probationary period and attaining regular status in the job classifications, the employee shall be entitled to retroactive credit towards his/her length of service for time spent in active service as a probationary employee in the Firefighter job classifications.

3. "Employees Covered by This Agreement"

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

Paramedic Field Lieutenant
Fire Paramedic Field Lieutenant
Firefighter
Heavy Equipment Operator
Fire Lieutenant
Fire Lieutenant/Fire Investigator
Special Lieutenant

Paramedic Lieutenant (civilian and non-civilian)
Administrative Fire Lieutenant
Fire Captain
Fire Captain/Fire Investigator
Administrative Fire Captain
Vehicle Operations Instructor
Fire Paramedic
Vehicle Operations Training Coordinator
Administrative Captain – EMS
Fire Captain Incident Safety Officer

4. "Paramedic Lieutenant (non-civilian)", "Paramedic Lieutenant (civilian)".

Wherever the term "Paramedic Lieutenant (non-civilian)" is used herein, it shall be applicable to those employees promoted to the position classification Paramedic Lieutenant from the position classification Fire Paramedic. Wherever the term "Paramedic Lieutenant (civilian)" is used herein, it shall be applicable to those employees promoted to the position classification Paramedic Lieutenant from the position classification Paramedic.

5. "Employees," as used herein, shall mean employees covered by this Agreement as hereinbefore defined.
6. "City," as used herein, shall include any person, agent or instrumentality acting on behalf of the City within the scope of its authority, express or implied.

ARTICLE 10

BASE SALARY

1. Commencing on Pay Period 1, 2010 (December 27, 2009) the biweekly base salary paid to employees shall be as follows:

- a. Firefighter
Fire Paramedic

Step 1. \$1,447.03
Step 2. 1,506.44
Step 3. 1,673.37
Step 4. 1,840.73
Step 5. 2,025.27
Step 6. 2,228.80
Step 7. 2,431.94

- b. Heavy Equipment Operator

Step 1. \$1,820.82
Step 2. 1,860.74
Step 3. 2,294.92
Step 4. 2,385.63
Step 5. 2,574.53

- c. Administrative Fire Lieutenant
Fire Lieutenant
Fire Lieutenant/Fire Investigator
Special Lieutenant
Paramedic Lieutenant (civilian and non-civilian)
Vehicle Operations Instructor
Fire Paramedic Field Lieutenant
Paramedic Field Lieutenant

Step 1. \$2,324.40
Step 2. 2,415.65
Step 3. 2,510.54
Step 4. 2,609.20
Step 5. 2,711.88

- d. Administrative Fire Captain
Fire Captain
Fire Captain/Fire Investigator
Vehicle Operations Training Coordinator
Administrative Captain - EMS
Fire Captain Incident Safety Officer

Step 1. \$2,609.20
Step 2. 2,711.88
Step 3. 2,818.62
Step 4. 2,929.60
Step 5. 3,044.91

Step 6. 3,164.97

2. Commencing on Pay Period 1, 2011 (December 26, 2010) the biweekly base salary paid to employees shall be as follows:

- a. Firefighter
Fire Paramedic

Academy \$1,111.96
Step 1. 1,482.61
Step 2. 1,542.02
Step 3. 1,708.95
Step 4. 1,876.31
Step 5. 2,060.85
Step 6. 2,264.38
Step 7. 2,467.52

- b. Heavy Equipment Operator

Step 1. \$1,856.40
Step 2. 1,896.32
Step 3. 2,330.50
Step 4. 2,421.21
Step 5. 2,610.11

- c. Administrative Fire Lieutenant
Fire Lieutenant
Fire Lieutenant/Fire Investigator
Special Lieutenant
Paramedic Lieutenant (civilian and non-civilian)
Vehicle Operations Instructor
Fire Paramedic Field Lieutenant
Paramedic Field Lieutenant

Step 1. \$2,379.21
Step 2. 2,470.46
Step 3. 2,565.35
Step 4. 2,664.01
Step 5. 2,766.69

- d. Administrative Fire Captain
Fire Captain
Fire Captain/Fire Investigator
Vehicle Operations Training Coordinator
Administrative Captain – EMS
Fire Captain Incident Safety Officer

Step 1. \$2,621.70
 Step 2. 2,724.38
 Step 3. 2,831.12
 Step 4. 2,942.10
 Step 5. 3,057.41
 Step 6. 3,177.47

3. Commencing on Pay Period 26, 2011 (December 11, 2011) the biweekly base salary paid to employees shall be as follows:

- a. Firefighter
 Fire Paramedic

Academy \$1,144.76
 Step 1. 1,526.35
 Step 2. 1,587.51
 Step 3. 1,759.36
 Step 4. 1,931.66
 Step 5. 2,121.65
 Step 6. 2,331.18
 Step 7. 2,540.31

- b. Heavy Equipment Operator

Step 1. \$1,911.16
 Step 2. 1,952.26
 Step 3. 2,399.25
 Step 4. 2,492.64
 Step 5. 2,687.11

- c. Administrative Fire Lieutenant
 Fire Lieutenant
 Paramedic Lieutenant (civilian and non-civilian)
 Vehicle Operations Instructor
 Fire Paramedic Field Lieutenant
 Paramedic Field Lieutenant

Step 1. \$2,449.40
 Step 2. 2,543.34
 Step 3. 2,641.03
 Step 4. 2,742.60
 Step 5. 2,848.31

- d. Administrative Fire Captain
 Fire Captain
 Vehicle Operations Training Coordinator
 Administrative Captain – EMS

Fire Captain Incident Safety Officer

Step 1. \$2,669.04
Step 2. 2,804.75
Step 3. 2,914.64
Step 4. 3,028.89
Step 5. 3,147.60
Step 6. 3,271.21

4. Commencing on Pay Period 14, 2012 (June 24, 2012) the biweekly base salary paid to employees shall be as follows:

- a. Firefighter
Fire Paramedic

Academy \$1,156.21
Step 1. 1,541.61
Step 2. 1,603.39
Step 3. 1,776.95
Step 4. 1,950.98
Step 5. 2,142.87
Step 6. 2,354.49
Step 7. 2,565.71

- b. Heavy Equipment Operator

Step 1. \$1,930.27
Step 2. 1,971.78
Step 3. 2,423.24
Step 4. 2,517.57
Step 5. 2,713.98

- c. Administrative Fire Lieutenant
Fire Lieutenant
Paramedic Lieutenant (civilian and non-civilian)
Vehicle Operations Instructor
Fire Paramedic Field Lieutenant
Paramedic Field Lieutenant

Step 1. \$2,473.89
Step 2. 2,568.77
Step 3. 2,667.44
Step 4. 2,770.03
Step 5. 2,876.79

- d. Administrative Fire Captain
Fire Captain

Vehicle Operations Training Coordinator
Administrative Captain – EMS
Fire Captain Incident Safety Officer

Step 1. \$2,726.03
Step 2. 2,832.80
Step 3. 2,943.79
Step 4. 3,059.18
Step 5. 3,179.08
Step 6. 3,303.92

5. An employee promoted to the Fire Paramedic Field Lieutenant position classification from the Firefighter position classification shall be paid at the current pay rate of the position classification from which he/she was promoted whenever the employee:
 - (1) Is transferred to a Departmental assignment outside of the Paramedic Unit; or
 - (2) Works a Special Duty or Emergency Recall assignment outside of the Paramedic Unit; or
 - (3) Is assigned by the Fire Chief to duties outside of the Paramedic Unit during an emergency situation.

If such a contingency occurs, it shall not constitute a demotion for any purpose.

6. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification if such previously occupied pay step does not exceed the maximum pay step of the new classification; if it does exceed the maximum pay step, such employee shall be paid at the maximum pay step of the new

- classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.
7. Except as provided below, an employee who completes one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of his/her classification. An employee hired into the Firefighter job classification shall advance from step 1 to step 2 and from step 2 to step 3 in his/her classification after completing eight months of active service in Step 1. and in Step 2., respectively; all additional pay steps in the Firefighter and Paramedic pay range shall be attained upon completing one (1) year of active service.
 8. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary for that period shall be reduced by an amount equivalent to his/her hourly base salary rate computed on the basis of his/her average work week in effect as established under the Hours of Work Article of this Agreement for each hour, or fraction thereof to the nearest 0.1 of an hour, during which work is not performed.
 9. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the Association prior to implementing such changes.
 10. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.
 11. Promotions to the position classification Paramedic Lieutenant (civilian and non-civilian) shall be in accordance with rules and procedures established for that purpose by the Fire and Police Commission. All other rights reserved to the FPC in matters involving

promotions and examinations for promotional positions shall be applicable to this position classification.

12. Notwithstanding the provisions of paragraph 5, above, employees covered by this Agreement who are promoted from the Firefighter classification to the Fire Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Field Lieutenant, Paramedic Lieutenant or Administrative Lieutenant classification during the term of this Agreement shall be appointed at the fourth pay step, and employees covered by this Agreement who are promoted from the Firefighter classification to the Heavy Equipment Operator classification during the term of this Agreement shall be appointed at the top pay step. Employees covered by this Agreement who are promoted from the Fire Lieutenant or Administrative Lieutenant classification to the Fire Captain or Administrative Fire Captain, Vehicle Operations Training Coordinator, Fire Captain Incident Safety Officer or Administrative Captain – EMS classifications during the term of this Agreement shall be appointed at the fourth pay step.
13. All employees shall participate in direct deposit of paychecks.

ARTICLE 10A

LONGEVITY PAY

1. Except as provided in subsection 3 of this Article, below, each employee covered by this Agreement at the close of the calendar year who has completed at least ten (10) years of service but less than fifteen (15) years of service as of that time shall be eligible to receive \$300, each employee covered by this Agreement at the close of the calendar year who has completed at least fifteen (15) years of service but less than twenty (20) years of service as of that time shall be eligible to receive \$550 and each employee covered by this Agreement at the close of the calendar year who has completed twenty (20) or more years of service as of that time shall be eligible to receive \$900. An employee's "years of service," as used herein, shall mean his/her active service as a member of the WERC-certified bargaining unit represented by the Association.
2. Except as provided in subsection 3 of this Article, below, payments earned under these

provisions shall be made as soon as is administratively practicable after December 31.

3. An employee retiring on a service retirement or a duty disability retirement shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Fire Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. For purposes of determining eligibility for the benefits provided in subsection 1, above, years of service shall be computed as of the effective date of the employee's normal retirement or duty disability retirement. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's normal retirement or duty disability retirement.
4. Payments made under the provisions of this Article shall not be included in the determination of overtime compensation or any other fringe benefits.
5. Employees who die while in active service shall be entitled to Longevity Pay on a pro-rated basis for time spent on the Department payroll during the calendar year in which they die. Proration of Longevity Pay will be calculated in accordance with the method specified in section 3, above.
6. An employee on a military leave of absence for performance of duty as a member of the State of Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall be eligible for Longevity Pay benefits for a calendar year prorated on the basis of the employee's active service with the Department in that calendar year subject to the following:
 - a. The military leave is a result of being called to, or volunteering for, active duty under the authority granted to the President of the United States or the Congress of the United States for a period of more than 30 calendar days;
 - b. The length of service requirements provided in section 1., above, shall determine

- the amount of Longevity Pay benefits to which the employee is entitled;
- c. Length of service shall be calculated as of the effective date the employee separated from active service with the Department and began his/her unpaid military leave of absence.
 - d. For purposes of prorating Longevity Pay benefits, an employee on the Fire Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.
7. Employees who retire from active service on a normal service retirement pension shall have their longevity pay benefit included in final average salary for purposes of computing the normal service retirement allowance. The amount of the benefit to be included in the final average salary shall be the longevity pay benefit the employee received for the calendar year immediately preceding the employee's date of retirement.

ARTICLE 11

HOURS OF WORK

1. The normal hours of work shall be established by the Common Council through passage of ordinances from time to time and shall average not more than 49.8 hours per week nor less than 40 hours per week over a calendar year. Notwithstanding the foregoing, the average hourly base salary rate for purposes of computing compensation provided by this Agreement (including but not limited to Special Duty Pay, Emergency Recall Pay, Emergency Overtime, Standby Compensation, Court Overtime, Paramedic Unit Overtime, etc.) shall be calculated on the basis of a 49.8 hour average work week.
2. Within the normal hours of work established as set forth above, the Fire Chief shall establish regular work shifts for employees covered by this Agreement.
3. In the event the Common Council, from time to time during the term of this Agreement, proposes to change ordinances establishing the normal hours of work pursuant to the provisions of this Article, the City Labor Negotiator shall, prior to the enactment of any such ordinances, notify the Association and discuss the proposed changes with the Association.
4. Notwithstanding the foregoing, the City agrees that the ordinance establishing hours of work pursuant hereto that is in effect on the execution date of this Agreement, and the regular work shifts established by the Fire Chief in accordance therewith, shall not be changed during the term of this Agreement so long as the City is not required by law to make overtime payments to employees for work performed during their normal hours of work as established by such ordinance. If and when the City is required by law to make overtime payments to employees for work performed during their normal hours of work, the City may change such ordinance only to the extent of eliminating these required overtime payments by reducing the average normal work week provided by such ordinance.

5. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 12

EMERGENCY RECALL PAY, EMERGENCY OVERTIME, STANDBY COMPENSATION AND COMPENSATORY TIME OFF

A. Emergency Recall Pay

1. Employees covered by this Agreement who are recalled to duty from off-duty status because of an emergency situation shall be compensated in cash at the rate of time and one-half computed on the basis of the hourly rate of pay for their average work week in effect as established under the Hours of Work provision of this Agreement.
2. Such pay will be provided beginning at the time the employee reports for duty and ending at the time the employee is released from duty and only while the employee is performing recall assignments.
3. A minimum of three (3) hours' overtime pay shall be guaranteed for each such occasion of emergency recall.

B. Emergency Overtime

1. Employees covered by this Agreement who are required to remain on duty at the scene of an alarm after the end of their regular work shift, such work shift being as established by the Fire Chief in accordance with the HOURS OF WORK provision of this Agreement, shall be compensated in cash at the rate of time and one-half computed on the basis of the hourly rate of pay for their average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Such pay shall be granted for each actual hour or nearest 0.1 of an hour spent on duty, beginning at the normal shift change time and ending at the time the employee is released from duty.

C. Standby Compensation

1. Employees covered by this Agreement who are required to remain in a station after the end of their regular work shift, due to a greater alarm or other emergency, as

determined by the Fire Chief, shall be compensated in cash at the rate of time and one-half computed on the basis of their hourly rate of pay for the average work week in effect as established under the HOURS OF WORK provision of this Agreement.

2. Such pay shall be granted for each actual hour or nearest 0.1 hour of an hour spent on standby duty, beginning at the normal shift change time and ending at the time the employee is released from duty.

D. Compensatory Time Off

1. For those overtime assignments that have traditionally been compensated in compensatory time off (including, but not limited to, assignments at the BIT, Technical Services and Special Teams training), employees may elect to be compensated in compensatory time off at the rate of time and one-half, subject to the limitations of D.2, below.
2. An employee's accumulated compensatory time off at no time shall exceed 225 hours, which is equivalent to 150 hours worked on a time and one-half basis.
3. An employee who has accrued compensatory time off and who has requested to use compensatory time off shall be permitted to do so within a reasonable period after making such request unless such time off would unduly disrupt the department's operations. The requesting and use of compensatory time off shall be governed by the regulations and procedures of the Fire Chief.

E. Provisions Applicable to Emergency Recall Pay, Emergency Overtime, Standby Compensation and Compensatory Time Off

1. 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.
2. Applications of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.

3. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 13

COURT OVERTIME

1. Employees covered by this Agreement who are required to appear in court on authorized Fire Department business during their off-duty hours shall be compensated in cash as follows:
 - a. Each court appearance less than or equal to two hours in duration shall be compensated at straight time rates (1x) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement; however, a minimum of two hours' pay at straight time rates (1x), computed as above, shall be granted an employee covered by this Agreement when he/she is officially required to appear in court on his/her own time, provided he/she is excused before completing the two-hour minimum.
 - b. Each court appearance greater than two hours in duration shall be compensated at straight time rates (1x) for the first two hours of such appearance and at a rate of time and one-half (1½x) for all time beyond the first two hours of such appearance. Such compensation shall be computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement.
 - c. Notwithstanding the foregoing, within any court appearance, all court-ordered lunch time shall be unpaid.
2. Except as provided in subsection 1.a. of this Article (two-hour minimum), above, such pay shall be granted for each actual hour or nearest 0.1 of an hour spent in court beginning at the time the employee appears in court and ending at the time the employee is released by the court.
3. Employees compensated for a court appearance under the provisions of this Article shall

be required to turn over to the City any witness fees received for such appearance and make no subsequent claim for them whatsoever.

4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
5. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
6. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 14

OVERTIME FOR APPEARANCES BEFORE QUASI-JUDICIAL AGENCIES

1. An employee covered by this Agreement who is required by the City to appear before a quasi-judicial agency regarding authorized Fire Department business during his/her off-duty hours shall be compensated at a rate of time and one-half (1 & 1/2X) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Such pay shall be granted for each actual hour or nearest 0.1 hour of an hour spent before such quasi-judicial agency, beginning at the time the employee appears before such agency and ending at the time the employee is released by the agency.
3. The hourly pay used in the computation of payments made under the terms of this Article shall be equal to the employee's hourly rate in effect at the time of the appearance for which such compensation is being provided.
4. Overtime earned under the provisions of this Article shall be compensated for in cash or compensatory time off at the discretion of the Fire Chief.
5. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
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. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 15

SPECIAL OVERTIME FOR PARAMEDIC UNIT PERSONNEL

1. Employees assigned to paramedic units who are required to attend "Continuing Education Conferences at the County Paramedic Training Center" (hereinafter referred to as "education conferences") in accordance with the Contract for Paramedic Services between the City and Milwaukee County, during their off-duty hours shall be compensated in cash at a time and one-half (1½X) rate computed on the basis of their hourly rate of pay for their average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Such pay shall be granted for each actual hour or nearest 0.1 of an hour spent at the education conference beginning at the time the employee reports to the education conference and ending at the time the education conference ends.
3. 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.
4. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
5. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 17

EMT-II PREMIUM PAY

1. Requirements for the position of Fire Paramedic shall be: successful completion of the Fire Academy and EMT II certification (all future members having EMT-II status must first qualify as Firefighters). Members in this classification may be assigned by the Chief Engineer to any of the following duties: Fire Suppression or Emergency Medical Services or Fire Suppression and Emergency Medical Services.
2. All members holding an EMT-II certification shall be eligible for a 5% premium in compliance with Milwaukee County contractual guidelines. This premium shall cease in the event that Milwaukee County eliminates its funding for the 5% premium. All ranks shall be eligible for Paramedic training as new openings occur.
3. Any payments made hereunder shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments, overtime benefits or payments (including Special Duty Pay), or any other fringe benefits or payments. Employees who retire from active service on and after January 1, 2006, on a normal service retirement shall have up to a maximum of \$1,000 of EMT-II Premium Pay included in final average salary for purposes of computing the normal service retirement allowance. The amount of EMT-II Premium Pay to be included in the final average salary shall be an amount up to a maximum of \$1,000 of EMT-II Premium Pay received under this Article for the calendar year immediately preceding the employee's date of retirement.

ARTICLE 18

SPECIAL DUTY PAY

1. When the Fire Chief assigns employees on off days for Special Duty, they shall be compensated in cash at a straight time rate computed on the basis of the employees' hourly rate of pay for the average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Whenever the Fair Labor Standards Act (FLSA) requires the City to compensate Special Duty Pay work performed by an employee at a rate of time and one-half ($1\frac{1}{2}x$) his/her base salary rate, the City shall comply with this requirement and compensate such work at a rate of time and one-half ($1\frac{1}{2}x$) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement. Resolution of disputes involving application, interpretation or enforcement of Fair Labor Standards Act provisions applicable to employees covered by this Agreement shall be solely and exclusively reserved to the U.S. Department of Labor and the courts designated by the FLSA for review thereof. Employees in the Paramedic Field Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Lieutenant, Fire Lieutenant and Fire Captain job classifications shall be treated identically as employees in the Firefighter job classification for purposes of determining their eligibility to receive Special Duty Pay compensation at a rate of time and one-half ($1\frac{1}{2}X$) whenever the FLSA requires that rate for employees in the Firefighter classification. The City agrees to abide by FLSA overtime premium compensation requirements for employees in these supervisory classification on a voluntary basis, notwithstanding the fact that such employees may otherwise be exempt from such requirements.
3. Except as provided in subsection 4, below, Special Duty Pay assignments shall be made by the Fire Chief, or his designee(s), on a voluntary basis.
4. Whenever the Fire Chief determines that the safety and welfare of the City is in jeopardy

because of insufficient numbers of volunteers for Special Duty Pay work, employees shall be required to work Special Duty Pay assignments when so ordered by the Chief in a manner prescribed by the Chief.

5. 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.
6. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
7. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 19

JOINT LABOR/MANAGEMENT COMMITTEE

As needed.

ARTICLE 20

FIRE COMPANY AND BATTALION STAFFING

1. When the Fire Chief determines that there is an operational deficiency in the normal on-duty staffing for Fire Lieutenant or Heavy Equipment Operator, he shall correct such deficiency by an assignment for no more than one work shift from the ranks of Heavy Equipment Operator or Firefighter. Such assignment shall be made from the current eligible list for the classification to which the assignment is to be made. Such employees shall act in rotation. If it is not feasible to utilize the eligible list, or if no such list exists, the assignment shall be made from employees who have requested such assignment in the order of their seniority in the Fire Department on a rotating basis. Such assignment shall be compensated at a rate of \$16 per work shift for employees temporarily assigned as Heavy Equipment Operator, at a rate of \$22 per work shift for employees temporarily assigned as Fire Lieutenant from the rank of Firefighter and \$17 per work shift for employees temporarily assigned as Fire Lieutenant from the rank of Heavy Equipment Operator. Compensation for assignments of one hour or more shall be paid on an hourly basis to the nearest .1 of an hour; there shall be no compensation at all for an acting assignment lasting less than one hour. The hourly rate for acting shall be calculated as the per work shift rate divided by twenty-four. An employee on trade shall not be eligible for such assignment; except that the Chief, or his designee, may permit an employee on trade to perform such an assignment when he deems it appropriate.
2. When the Fire Chief determines that there is an operational deficiency for Battalion Chief, in the normal on duty staffing which has existed for at least 24 hours, he may correct such deficiency by an assignment from the ranks of Fire Captain. Such assignment shall be made on a rotating basis from the current eligible list for Battalion Chief. If it is not feasible to utilize the eligible list, or if no such list exists, it shall be made from employees who have requested such assignment in the order of their seniority in the Fire Department

on a rotating basis. Such assignment shall be compensated at a rate of \$22 per work shift. . Compensation for assignments of one hour or more shall be paid on an hourly basis to the nearest .1 of an hour; there shall be no compensation at all for an acting assignment lasting less than one hour. The hourly rate for acting shall be calculated as the per work shift rate divided by twenty-four. An employee on trade shall not be eligible for such assignment; except that the Chief, or his designee, may permit an employee on trade to perform such an assignment when he deems it appropriate.

3. When the Fire Chief determines that there is an operational deficiency in the normal on-duty staffing for Fire Paramedic Field Lieutenant or Paramedic Field Lieutenant, he shall correct such deficiency by an assignment for no more than one work shift from the ranks of Paramedic or Firefighter. Such assignment shall be made from the current eligible lists for Paramedic Field Lieutenant or Fire Paramedic Field Lieutenant on a rotating basis. If it is not feasible to utilize the eligible list, or if no such list exists, it shall be made from employees who have requested such assignment in the order of their seniority in the Fire Department on a rotating basis. Such assignment shall be compensated at a rate of \$22 per work shift. Compensation for assignments of one hour or more shall be paid on an hourly basis to the nearest .1 of an hour; there shall be no compensation at all for an acting assignment lasting less than one hour. The hourly rate for acting shall be calculated as the per work shift rate divided by twenty-four. An employee on trade shall not be eligible for such assignment; except that the Chief, or his designee, may permit an employee on trade to perform such an assignment when he deems it appropriate.
4. All acting assignments must be accepted by an employee if he/she is on a current eligible list for the classification to which the acting assignment is to be made or if he/she has requested an acting assignment to such classification.
5. Payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
6. Except as provided in paragraph 7, below, any payment made under the provisions of this

Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.

7. Employees occupying the position classification of Administrative Fire Lieutenant, Fire Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Field Lieutenant, Paramedic Lieutenant, Fire Audiovisual Training Specialist and Vehicle Operations Instructor shall receive, on a biweekly basis, an amount equal to 1% of his/her biweekly base salary in consideration for underfilling. This amount shall be included in an employee's final average salary for purposes of computing pension benefits.
8. Administration and control of the provisions of this Article shall be under the Fire Chief, who may, as he sees fit, in an emergency situation, suspend these provisions.
9. The location of the acting assignment shall be at the sole discretion of the Fire Chief.

ARTICLE 21

TEMPORARY PROMOTIONS

1. Any vacancy in positions represented by the Association bargaining unit which cannot be filled due to the lack of an active eligible list shall be filled on a temporary basis after the vacancy exists for two pay periods from the name highest on the expired eligible list. An appointment so made shall be approved by the Fire and Police Commission and shall be effective until a regular appointment can be made from a new eligible list. Temporary appointees shall have the same authority of command as though they were regular appointees. When a temporary promotion is made, the employee receiving such promotion shall execute a waiver indicating his/her understanding that no promotional seniority credit shall accrue through such appointment and when the vacancy can be filled through promotion from a new eligible list, the appointee reverts back to the former latest position held; provided however, that when an employee temporarily promoted to a higher position subsequently receives a regular appointment to that position without reverting back to his/her former position prior to the effective date of such regular appointment, the employee shall accrue promotional seniority credit from the effective date of such temporary promotion.
2. An employee filling such vacancy on a temporary basis shall be paid at the pay rate in the vacant position's pay range the employee would have been paid had he/she been promoted to that position under Fire and Police Commission Rule XI, Section 7(b) effective on the date he/she began filling the position on a temporary basis. The employee shall be paid at this pay rate for the time he/she fills the position on a temporary basis; in the event that time exceeds one year, the employee shall be entitled to any additional annual pay increments he/she would have received had he/she been promoted to the position on a regular basis.
3. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 22

RECRUIT FIREFIGHTING DIVISION ASSIGNMENT

Departmental assignment procedures shall provide that whenever practicable an employee's first regular work shift following his/her graduation from recruit training at the Fire Training Academy shall not occur earlier than on the second calendar day immediately following such employee's graduation date; if, by decision of Fire Department Management, an employee's first regular work shift following his/her graduation from recruit training at the Fire Training Academy occurs earlier than on the second calendar day immediately following such employee's graduation date the employee shall be compensated in cash at the rate of time and 1/2 computed on the basis of his/her hourly rate of pay for the average work week in effect as established under the Hours of Work Article of this Agreement, for all hours worked on his/her first regular work shift assigned to the Firefighting Division. Any payment made in addition to the employee's base salary under the provisions of this subsection shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits.

ARTICLE 23

PENSION RIGHTS

Except as provided in this Agreement, the City agrees not to change or diminish employee pension benefits provided by Chapters 34 or 36 of the City Charter. Employees covered by this Agreement, individually and collectively, expressly consent and agree to the changes in pension benefits specified in this Agreement even though their implementation by subsequent legislation may be considered a diminishment or impairment of annuities and other benefits within the meaning of Section 36.13(2) of the ERS Act.

ARTICLE 24

PENSION BENEFITS

Pension benefits for an employee covered by this Agreement who is a member of the Employees' Retirement System of Milwaukee (ERS) shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to a "fireman". These pension benefits shall continue unchanged during the term of this Agreement. Solely for purposes of the global pension settlement, employees who are on a medical leave of absence on January 1, 2000, and other like situations as mutually agreed to by the City and the Union, shall be considered to be in active service on January 1, 2000. Creditable service for active military service, as provided in 36-04-c, shall be extended to employees represented by the Association who participate in the combined fund and who retire on a service retirement on and after January 1, 2003. Effective for employees hired after the execution date of the 2004-2006 City-Association Agreement, when a retirement application is filed by an employee covered by this Agreement who seeks a Duty Disability Retirement Allowance based upon a mental injury, the application shall be referred to the Medical Council established under 36-15-12 of the Milwaukee City Charter, in lieu of the Medical Panel, which Medical Council shall determine and certify whether the applicant is permanently and totally incapacitated for duty as a result of such mental injury in accordance with the requirements of Chapter 36 of the Milwaukee City Charter. In any reexamination authorized by Chapter 36 of the Milwaukee City Charter of such retired beneficiary, the beneficiary shall be referred to the Medical Council, in lieu of the Medical Panel, for reexamination and such Medical Council shall make the determination and certification required under the provisions of Chapter 36 of the Milwaukee City Charter for reexaminations.

ARTICLE 25

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 one and one-half times their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and are under age 65. Upon attaining age 65, the amount of life insurance coverage to which an employee is entitled shall be reduced to an amount equal to 100% of the employee's annual base salary rate, rounded to the next higher thousand dollars; this reduction shall become effective on the first of the month next following the month in which the employee attains age 65 and shall remain in effect so long as the employee remains in active service.

b. 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 Article of this Agreement, divided by fourteen (14) and then multiplied by three hundred and sixty-five (365).

c. Conditions and Eligibility for Election of Coverage

- (1) Subject to the terms and conditions provided in subsections 1.c.(2) through 1.c.(6) of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1.a., above, upon completion of 180 consecutive calendar days of active service as a full-time (at least 40 hours per week) employee following his/her initial date of

employment with the City.

- (2) The election of life insurance coverage shall be in a manner prescribed by the City.
- (3) 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.
- (4) An employee shall become entitled to the life insurance coverage provided in subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.
- (5) 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.
- (6) An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended) shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

d. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1.a. of this Article, above, who elect such coverage, shall pay to the City an amount equal to \$.21 per month for each \$1,000 of coverage in excess of \$45,000. 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 Article, above.

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

3. 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 26

HEALTH INSURANCE

Between January 1, 2010 and December 31, 2011 the health insurance benefits shall be those identified in the 2007-2009 Agreement.

The following is effective for Calendar Year 2012:

The City retains all rights to modify as it sees fit all prohibited subjects of bargaining at any time.

1. Benefits

a. 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 October 17, 1981 executed April 26, 1982, except that:

The age limit at which the orthodontic benefits provided for under the "Orthodontics" Section of said DSG CONTRACT cease for participants shall be changed from age 19 to age 25; all other terms and conditions applicable to orthodontic benefits shall remain unchanged.

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 (PDP).

b. Prepaid Dental Plans (PDP)

Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan.

c. 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 employees 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 methods, measures and procedures it deems necessary to restrict abuses and/or excessive costs in application of the benefits provided under subsections 1.a. through 1.b., inclusive, of this Article, above.

- (4) The City, in conjunction with its insurance carrier, shall have the right to develop and implement any other cost containment measures it deems necessary.
- (5) An employee's dental insurance benefits and health coverage provided by this Article shall terminate on the last day of the calendar month in which the employee is removed from the Fire Department payroll; provided however, that when an employee is suspended from duty without pay, such benefits shall not terminate on the last day of the calendar month in which the suspension begins if the suspension ends prior to the last day of the next following calendar month. The Fire Department Administration will provide written advance notice to an employee indicating the date on which his/her health/dental coverage will be terminated. Notwithstanding the foregoing, an employee's health coverage shall not terminate so long as he/she and/or his/her dependent(s) are eligible for and receiving health coverage under the specific provisions of this Agreement that are applicable to individuals not on the Department payroll. This exception does not extend the termination date of an employee's dental insurance coverage beyond the last day of the calendar month in which the employee is removed from the Department payroll.
- (6) A Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be administered on an annual basis.
- (7) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix A.
- (8) Data obtained through the Health Risk Assessment (HRA) shall not be shared with the City of Milwaukee Worker's Compensation Section.

2. Eligibility for Benefits

a. Employees in Active Service

(1) Employees in active service shall be entitled to health care coverage so long as they remain in active service.

(2) Dental Benefits

Employees in active service shall be entitled to the dental benefits provided in subsections l.a. or l.b. of this Article so long as they remain in active service. Individuals not in active service shall not be eligible for dental benefits.

b. Duty Disability

(1) Except as provided in b.(2), below, employees in active service who commence receiving duty disability retirement allowance between January 1, 2012 and December 31, 2012, as such allowance is defined in section 36.05(3) of the ERS Act or Section 34.01(50) of the City Charter, shall be entitled to health care coverage between January 1, 2012 and December 31, 2012, so long as they continue to receive such duty disability retirement allowance and so long as they are under age 65. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for health care coverage until the last day of the month in which the deceased duty disability retiree would have attained age 65.

(2) An employee in active service who commences receiving a duty disability retirement allowance of 90% of his/her current salary between January 1, 2012 and December 31, 2012, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 34.01(50) of the City Charter, shall be entitled to health care coverage between January 1, 2012 and December 31, 2012, so long as he/she continues to receive such duty disability retirement allowance. If a duty disability retiree eligible for health care coverage dies prior to attaining age 65, the duty disability retiree's surviving spouse shall

be eligible for health care coverage until the last day of the month in which the deceased duty disability retiree would have attained age 65.

c. Employees Who Retire between January 1, 2012 and December 31, 2012.

Employees in active service who retire on normal pension (as the term is defined under the applicable provisions of Chapter 36 or the City Charter, 1971 compilation as amended) between January 1, 2012 and December 31, 2012, with at least 15 years of creditable service shall be entitled to health care coverage between January 1, 2012 and December 31, 2012, so long as they are less than age 65. If an employee eligible for health care coverage dies following his/her retirement on normal pension, but prior to attaining age 65, the retiree's surviving spouse shall be eligible for health care coverage until the last day of the month in which the deceased retiree would have attained age 65.

d. Duty Death

A surviving spouse who becomes eligible to receive a pension under the provisions of either Section 36.05(5) of the ERS Act or Chapter 34.01(34) of the Milwaukee City Charter, on or after January 1, 2012 shall be entitled to health care coverage between January 1, 2012 and December 31, 2012, so long as the surviving spouse continues to receive such pension and is less than age 65.

e. Effective January 1, 2012, registered domestic partners of eligible City employees, if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances, shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.

3. Cost of Coverage: The City retains the right to offer only one plan or offer more than two plans.

a. Employees in Active Service

(1) The employee contribution shall be 12% of the premium cost based on plan selected and enrollment status, i.e. either single, employee and dependent(s),

employee and spouse, or family. The amount of employee contribution shall be deducted from the employee's pay check on a semi-monthly basis.

- (a) An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 3.a.(1), above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
 - (b) For an employee in the single or one of the family plans and his or her spouse (if applicable) who participate fully in the HRA and who do smoke (as determined by the HRA), the employee contribution shall be 12% per month for single, employee and dependent(s), employee and spouse, or family plan enrollment.
 - (c) For an employee in the single or one of the family plans and his or her spouse (if applicable) who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be 12% minus \$10 per month for single or employee and dependent(s) enrollment and 12% minus \$20 per month for employee and spouse and family enrollment.
 - (d) The amount of employee wellness fee, specified in 3.a.(1)(a), (b) or (c), above, shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for enrollment in excess of the above-stated amounts shall be paid by the City.
 - (e) The maximum City contributions provided above shall be determined by the employee's effective enrollment status.
- (2) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the health care coverage 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. From

January 1, 2012 through December 31, 2012, the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 3.a. of this Article, above. This provision shall not cover retirees (including disability retirements).

b. Duty Disability – January 1, 2012 through December 31, 2012

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

c. Employees Who Retire Between January 1, 2012 and December 31, 2012

- (1) For eligible employees who retire, between January 1, 2012 and December 31, 2012, the City will make monthly contributions towards meeting the monthly subscriber cost for single or family enrollment in the plan elected by the retiree as follows:

(a) Single Enrollment Status – January 1, 2012 through December 31, 2012:

For a retiree with single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for single enrollment in the Preferred Provider Organization (PPO) Plan that is determined by the formula provided in subsection 3.c.(1)(c) during the period after retirement the retiree is less than age 60 and an amount up to 100% of the subscriber cost for single enrollment in the Preferred Provider Organization (PPO) Plan during the period after retirement the retiree is at least age 60 but less than age 65.

(b) Other Than Single Enrollment Status – January 1, 2012 through December 31, 2012:

For a retiree with other than single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for his/her enrollment status in the Preferred Provider Organization (PPO) Plan that is determined by the formula provided in subsection 3.c.(1)(c)

during the period after retirement the retiree is less age 65. The retiree's enrollment status in the plan elected shall be determined by the City. In no event, shall a retiree with an enrollment status other than single enrollment be permitted to substitute two single contracts for his/her actual enrollment status if the total premium rate for the two single contracts is less than the premium rate for the employee's actual enrollment status as determined by the City.

(c) Contribution Formula

i. Formula For Employees Whose Normal Hours of Work Exceed 40 Hours Per Week

<u>Unused Sick Leave</u>	<u>City Contribution</u>
Less than 70 work days.....	65%
At least 70 work days, but less than 74 work days.....	66%
At least 74 work days, but less than 78 work days.....	67%
At least 78 work days, but less than 82 work days.....	68%
At least 82 work days, but less than 86 work days.....	69%
At least 86 work days, but less than 90 work days.....	70%
At least 90 work days, but less than 94 work days.....	71%
At least 94 work days, but less than 98 work days.....	72%
At least 98 work days, but less than 102 work days.....	73%
At least 102 work days, but less than 106 work days.....	74%
At least 106 work days, but less than 110 work days.....	75%
At least 110 work days, but less than 114 work days.....	76%

At least 114 work days, but
less than 118 work days.....77%

At least 118 work days, but
less than 122 work days.....78%

At least 122 work days, but
less than 126 work days.....79%

At least 126 work days, but
less than 130 work days.....80%

At least 130 work days, but
less than 133 work days.....81%

At least 133 work days, but
less than 136 work days.....82%

At least 136 work days, but
less than 139 work days.....83%

At least 139 work days, but
less than 142 work days.....84%

At least 142 work days, but
less than 145 work days.....85%

At least 145 work days, but
less than 148 work days.....86%

At least 148 work days, but
less than 151 work days.....87%

At least 151 work days, but
less than 154 work days.....88%

At least 154 work days, but
less than 157 work days.....89%

At least 157 work days, but
less than 160 work days.....90%

At least 160 work days, but
less than 163 work days.....91%

At least 163 work days, but
less than 166 work days.....92%

At least 166 work days, but
less than 169 work days.....93%

At least 169 work days, but
less than 172 work days.....94%

At least 172 work days, but

less than 175 work days.....95%

At least 175 work days, but
less than 178 work days.....96%

At least 178 work days, but
less than 181 work days.....97%

At least 181 work days, but
less than 184 work days.....98%

At least 184 work days, but
less than 187 work days.....99%

At least 187 work days.....100%

ii. Formula For Employees Whose Normal Hours of Work Average
40 Hours Per Week:

<u>Unused</u> <u>Sick Leave</u>	<u>City</u> <u>Contribution</u>
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Less than 150 work days.....65%

At least 150 work days, but
less than 159 work days.....66%

At least 159 work days, but
less than 167 work days.....67%

At least 167 work days, but
less than 176 work days.....68%

At least 176 work days, but
less than 184 work days.....69%

At least 184 work days, but
less than 193 work days.....70%

At least 193 work days, but
less than 201 work days.....71%

At least 201 work days, but
less than 210 work days.....72%

At least 210 work days, but
less than 219 work days.....73%

At least 219 work days, but
less than 227 work days.....74%

At least 227 work days, but
less than 236 work days.....75%

At least 236 work days, but
less than 244 work days.....76%

At least 244 work days, but
less than 253 work days.....77%

At least 253 work days, but
less than 261 work days.....78%

At least 261 work days, but
less than 270 work days.....79%

At least 270 work days, but
less than 278 work days.....80%

At least 278 work days, but
less than 285 work days.....81%

At least 285 work days, but
less than 291 work days.....82%

At least 291 work days, but
less than 298 work days.....83%

At least 298 work days, but
less than 304 work days.....84%

At least 304 work days, but
less than 311 work days.....85%

At least 311 work days, but
less than 317 work days.....86%

At least 317 work days, but
less than 324 work days.....87%

At least 324 work days, but
less than 330 work days.....88%

At least 330 work days, but
less than 336 work days.....89%

At least 336 work days, but
less than 343 work days.....90%

At least 343 work days, but
less than 349 work days.....91%

At least 349 work days, but
less than 356 work days.....92%

At least 356 work days, but
less than 362 work days.....93%

At least 362 work days, but
less than 369 work days.....94%

At least 369 work days, but

less than 375 work days.....95%

At least 375 work days, but
less than 381 work days.....96%

At least 381 work days, but
less than 388 work days.....97%

At least 388 work days, but
less than 394 work days.....98%

At least 394 work days, but
less than 400 work days.....99%

At least 400 work days.....100%

- iii. The employee's normal hours of work for his/her last duty assignment prior to retirement shall determine under which formula his/her benefits are computed; if the assignment exceeded 40 hours per week, the benefit shall be computed under subsection i. and if it averages 40 hours per week, the benefit shall be computed under subsection ii.

Unused Sick Leave is expressed in work days and represents the amount of earned and unused sick leave credited to an employee's sick leave account on the effective date of his/her retirement.

City Contribution is expressed as a percentage of the effective Preferred Provider Organization (PPO) Plan subscriber cost for the enrollment status applicable to the retiree and represents the maximum contribution made by the City on behalf of such retiree.

Work Day, as used herein, is the employee's regular work shift as established under the Hours of Work Article.

If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.

- (2) Surviving Spouse

The provisions of subsection 3.c.(1) shall be applicable to a surviving spouse eligible for retiree health coverage under subsections 2.b. or 2.c. of this Article. An eligible surviving spouse without eligible dependents shall be covered by subsection 3.c.(1)(a); in all other circumstances he/she shall be covered by subsection 3.c.(1)(b). For purposes of interpretation and administration, the age the deceased retiree would have been shall determine the City contribution.

d. Duty Death

Depending on single/family enrollment status, the cost of coverage for the surviving spouse of an employee receiving a duty death pension, under either Section 36.05(5) of the ERS Act of Chapter 34.01(34) of the Milwaukee City Charter shall be as provided for in subsection 3.a. of this Article:

e. Cost of Health Coverage After Age 52 Conversion From Duty Disability Upon Attaining Age 52 and 25 Years of Service

Upon conversion from a duty disability retirement allowance to a service retirement allowance, the cost of the retiree health care coverage to which he/she is entitled hereunder until he/she attains age 63 shall be as provided under subsection 3.a. of this Article, above. These costs shall be in lieu of the costs specified under subsection 3.c.. Thereafter, until attainment of age 65, the cost of such coverage shall be as provided under subsection 3.c. of this Article, except that the individual's unused sick leave as of the effective date his/her duty disability retirement allowance commenced shall be used to compute the City-paid retiree health care coverage to which he/she is entitled hereunder.

4. Cost of Coverage – Dental Plan Only

For calendar year 2012, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan. 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 pay check on a semi-monthly.

5. Self-Administration Offset

The per capita subscriber costs associated with dental 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 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 4, 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 dental insurance benefits and health coverage beyond the deductions that would be required under subsections 4 of this Article, if the provision was not in effect.

6. Right of the City to Select Carrier

It shall be the right of the City to select and change any of its carriers that provide health coverage or dental insurance; 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 self-administer them (in this circumstance, the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

7. Non-duplication

- a. If more than one City employee is a member of the same family, then coverage shall be limited to one family plan.
- b. A retiree shall be ineligible to receive the retiree health care coverage provided hereunder when receiving health care coverage from other employment or from the

employment of the retiree's spouse if the benefits received by the spouse cover the retiree.

- c. City health care coverage cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health care coverage contributions provided by ordinance, resolution or by other means, while retirees are receiving the health care coverage hereunder.
- d. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 3.c.(1), of this Article towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Employees on Leave of Absence

Employees in active service may elect to receive health care coverage while on an authorized leave of absence. Individuals on an authorized leave of absence 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 12 months of an employee's authorized leave of absence.

9. There shall be a 270-day waiting period for pre-existing conditions provided by the Preferred Provider Organization (PPO) Plan. This 270-day waiting period shall not apply to employees who: (a) retire during the term of this Agreement; and (b) following their retirement, are not enrolled in the PPO Plan; and (c) subsequently elect to enroll in the PPO Plan while still eligible to receive the PPO benefits provided to retirees by this Agreement. Said waiting period shall also not apply to surviving spouses of such employees who, following the death of their employee-spouses, elect to enroll in the PPO Plan during the period of time they are eligible hereunder to receive the PPO Plan benefits provided by this Agreement. Such waiver of the 270-day waiting period shall not be available more than once during the lifetime of an employee an/or his/her surviving spouse.

10. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be deemed to be in force and effect beginning January 1, 2012 and ending December 31, 2012.

ARTICLE 27

TERMINAL LEAVE

1. Terminal Leave Benefits

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One 24-hour work day's base salary pay for each 10 work days (24-hour work days) of accumulated, unused sick leave rounded down to the nearest multiple of ten. Sick leave accumulated on an eight-hour basis shall be converted to 24-hour work days based on the existing practice (i.e. one 8-hour work day equals .467 of a 24-hour work day). Employees who have fewer than twenty 24-hour work days of accumulated, unused sick days shall not be eligible to receive any terminal leave benefit.

Example 1 Firefighter retires with 209 accumulated, unused sick days. Terminal leave benefit = $209/10$ work days rounded down to the nearest multiple of ten = **20 work days of pay.**

Example 2 Firefighter retires with 140 24-hour accumulated, unused sick days and 132 8-hour days. One hundred and thirty-two 8-hour days $\times .467 = 61.64$ twenty-four hour days. Total sick days after conversion = $140 + 61.64 = 201.64$. Terminal leave benefit = $201.64\text{days}/10$ rounded down to the nearest multiple of ten = **20 work days of pay.**

All other terms and conditions of terminal leave shall continue to be in effect.

2. Administration of Terminal Leave Benefits

- a. Employees shall be eligible to receive this benefit only once during their lifetimes.
- b. Payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.

- c. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
- d. The terminal leave benefit payment to which an employee is eligible to receive shall be made by separate check as soon as is administratively practicable after the employee's effective date of retirement.
- e. The City shall administer and control the provisions of this Article.

ARTICLE 28

SICK LEAVE

1. DEFINITION: "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, exclusion from employment because of exposure to contagious disease.
2. Eligibility for sick leave with pay for employees newly appointed to City employment shall begin after completion of six months' active service in the Fire Department, but sick leave credit shall be earned from date of appointment.
3. Employees shall earn sick leave with pay at the rate of:
 - a. Seven-Twelfths (7/12) of one work shift for each calendar month of active service when their normal hours of work exceed 40 hours per week; or
 - b. One and one-fourth (1¼) work shift for each calendar month of active service when their normal hours of work average 40 hours per week.

Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.

4. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. As a condition of eligibility for receipt of sick leave benefits, employees must comply with the following requirements:
 - a. Employees requesting sick leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the

nature of the disability. Employees returning from sick leave must notify their immediate supervisor directly and no later than one hour before their shift begins.

- b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of sick leave exceeding:
 - (1) One work day for employees whose normal hours of work exceed 40 hours per week.
 - (2) Two work days for employees whose normal hours of work average 40 hours per week.

The City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the acceptable medical substantiation.

- c. An employee may be required to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the Fire Chief is informed or believes that the employee is misusing sick leave; under such circumstances, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
- d. Employees on sick leave shall not leave their residence on any scheduled On-Duty date during such leave. If employees are required to leave their residence to visit their personal physician or a Department physician or for any other justifiable reasons, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
- e. The Fire Chief reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on sick leave to return to duty.
- f. An employee who is on sick leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report on each Tuesday which is a normally scheduled On-Duty day, at a time and place designated by the Chief Engineer for the duration of such sick leave. If such employee is not ambulatory,

has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.

- g. Employees are not permitted to engage in any off-duty employment while on sick leave.
- 6. When acceptable medical substantiation from an employee's private physician or dentist is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided hereunder until he/she is in compliance with such requirement.
- 7. Employees who use their accumulated sick leave credit and then are placed on duty disability retirement pension all as a result of duty-incurred injuries shall be entitled to have 21 calendar days of sick leave with pay added to their sick leave accounts upon returning to active service.
- 8. Sick Leave Control Incentive Payments
 - a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2010, and ending at the end of Trimester 3, 2012. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2012.
 - b. The trimester periods for each calendar year are defined as follows:
Trimester 1 - Pay Periods 1 - 9
Trimester 2 - Pay Periods 10 - 18
Trimester 3 - Pay Periods 19 - 26, or Pay Periods 19 - 27, whichever is appropriate.
 - c. An employee shall be eligible for a sick leave control payment only if:
 - (1) During the full term of the trimester: Such employee did not use any paid sick leave (other than for funeral leave purposes as herein provided), did not abuse his/her right to receive injury pay, was not on an unpaid leave of absence, was not tardy and was not suspended from duty for disciplinary reasons (including time spent suspended from duty with pay pending

disposition of charges or appeal from charges, Departmental or otherwise). In the event all charges giving rise to a suspension are subsequently dismissed, the employee's eligibility for an attendance incentive payment in a Trimester shall be re-determined and if the employee would have otherwise been eligible for the payment, but for the suspension, he/she shall be deemed eligible for the payment; and

- (2) Such employee was in active service for the full term of such trimester; and
- (3) At the end of the trimester, such employee had an amount of earned and unused sick leave in his/her sick leave account equivalent to seven work days for employees earning sick leave credit under the provisions of subsection 3.a. of the Sick Leave Article of this Agreement or 15 work days for employees earning sick leave credit under the provisions of subsection 3.b. of the Sick Leave Article of this Agreement.

d. Payments

In a trimester period set forth in subsection 8.b. of this Article, above, that an employee is eligible for a sick leave control incentive payment as provided for in subsection 8.c. of this Article, above, he/she shall be entitled to receive the equivalent of eight hours of pay at the base salary hourly rate of a top step Firefighter in effect on the last day of the Trimester for which the payment was earned.

e. Administration

- (1) Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester in which they were earned.
- (2) Sick leave control incentive payments provided hereunder shall not be a part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall they be included in the determination of pension benefits or any other benefits and/or compensation provided by the City.

9. Administration and control of sick leave benefits shall be by the City.

ARTICLE 29

FUNERAL LEAVE

1. DEFINITIONS:
 - a. "Funeral Leave" is defined as absence from duty because of death of a family member or relative.
 - b. "Immediate family" shall be defined as the employee's husband or wife, brother, sister, parent or child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-children by virtue of the employee's current spouse or step-parents, provided, however, that during an employee's lifetime funeral leave for step-parents shall be limited to one step-mother and one step-father, regardless of the number of step-parents.
2. An employee covered by this Agreement shall be granted funeral leave with pay because of death in his/her immediate family for the time period beginning with the time of death to and including the day of the funeral; provided, however, that the maximum amount of funeral leave with pay for each instance of death in the immediate family shall be: two work days for an employee whose normal hours of work exceed 40 hours per week, and three work days for an employee whose normal hours of work average 40 hours per week.
3. An employee requesting funeral leave shall be governed by existing Departmental rules and procedures covering the administration of funeral leave. An employee requesting funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins. An employee returning from funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins.
4. Funeral leave used during the term of this Agreement shall not be deducted from an employee's sick leave balance.
5. Administration and control of funeral leave benefits shall be by the City.

ARTICLE 30

INJURY PAY

1. When employees covered by this Agreement sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof.
2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly pay check deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay as that base salary rate is established in the BASE SALARY provision of this Agreement.
3. After "injury pay" benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary, total, or temporary, partial, disability benefits under the Worker's Compensation Act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.

4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.
5. As a condition of eligibility for receipt of such injury leave benefits, employees must comply with the following requirements:
 - a. Employees requesting injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins.
 - b. Employees on injury leave shall not leave their residence on any scheduled On-Duty day during such leave. If employees are required to leave their residence to visit their personal physician or a Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
 - c. The Fire Chief reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on injury leave to return to duty.
 - d. An employee who is on injury leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report on each Tuesday which is a normally scheduled On-Duty day, at a time and place designated by the Chief Engineer for the duration of such injury leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.

- e. Employees are not permitted to engage in any off-duty employment while on injury leave.
- 6. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the City will no longer require the 20% employee deduction from injury pay benefits provided for in subsections 1 and 2 of this Article, above.
- 7. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee.
- 8. Employees appointed to the Firefighter or Paramedic position classifications shall not be entitled to the injury pay benefits provided hereunder for any injury they may sustain while on duty during the period of time they are assigned to the Fire Academy or the Medical College of Wisconsin for recruit training. Such employees shall instead be covered by State of Wisconsin Workers' Compensation Act (WCA) temporary disability benefits during such period, including all applicable terms and conditions provided for in the WCA. The provisions of subsections 5 and 7 shall be applicable to employees covered hereunder.
- 9. In no case, shall temporary disability benefits and "injury pay" be allowed for the same period of time.
- 10. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 31

MILITARY LEAVES

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

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

b. Maximum Amount of Time Off With Pay

(1) Continuous Service

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

(2) Intermittent Service

(a) Normal Hours of Work Exceeding 40 Hours Per Week

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed five (5) regularly scheduled work shifts during the calendar year.

(b) Normal Hours of Work Averaging 40 Hours Per Week

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

(3) Combined Maximum

(a) Normal Hours of Work Exceeding 40 Hours Per Week

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis, shall in aggregate not exceed five (5) regularly scheduled work shifts for military training duty and five (5) such shifts for military duty in the State of Wisconsin because of riot or civil disturbance.

(b) Normal Hours of Work Averaging 40 Hours Per Week

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

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

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

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

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

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

(1) Reinstatement From Military Reserve or National Guard Duty

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

An employee who is a member of the Reserve or National Guard component of the Armed Forces of the United States and is ordered to an initial period of active duty for training of not less than three consecutive months shall make application for re-employment

within 31 days after: (i) such employee's release from active duty from training after satisfactory service, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

(b) All Other Active Duty

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

For purposes of interpretation and construction of the provisions of subsections 2c(1)(a) and 2c(1)(b) of this section, full-time training or any other full-time duty performed by a member of the Reserve or National Guard component of the Armed Forces of the United States shall be considered active duty for training.

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where such active duty is not covered by subsection (1), above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) such

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

(3) Exclusions From Reinstatement Benefits

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

3. Military Funeral Leaves of Absence

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

4. Induction Examinations

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

5. Administration

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

ARTICLE 32

TIME OFF FOR JURY DUTY

1. Employees, other than those employed on a provisional basis, shall be entitled to time off with pay while on jury duty upon presentation of satisfactory evidence relating to this duty to the Fire Department Administration Bureau; all other cash compensation exclusive of parking expenses received by the employee for jury duty shall be immediately paid over to the City Treasurer and the employee shall make no subsequent claim for it whatsoever.
2. Except as provided in subsections 4 and 5, below, an employee on jury duty shall be relieved from fire duty beginning at 8:00 a.m. on the first day of his/her jury duty assignment and ending at 8:00 a.m. on the day next following completion of that jury duty assignment.
3. For employees whose normal hours of work exceed 40 hours per week at the time they are ordered to report for jury duty, the following shall apply: If the employee's regularly scheduled work shift starts at 8:00 a.m. on the day immediately preceding the first day of his/her jury duty assignment, then he/she shall also be relieved from fire duty as of 7:00 p.m. on that regularly scheduled work shift. Upon completion of his/her jury duty assignment, which may occur on a day prior to the last day of the normal jury duty assignment period (the normal jury duty assignment period as of the execution date of this Agreement is a one week, Monday through Friday period), the employee shall immediately notify his/her Battalion Commander of this fact by telephone and report back to work at 8:00 a.m. on his next regularly scheduled work shift.
4. For employees whose normal hours of work average 40 hours per week at the time they are ordered to report for jury duty, the following shall apply: On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on such day and reports thereto without receiving a jury assignment for that day, or if he/she is engaged in jury duty for part of such day, he/she shall immediately notify his/her Battalion Commander of this fact by telephone and report back to work for the remainder of his/her work day. If the

employee is engaged in jury duty for part of a day that falls on a work day, then such requirement to report back to work shall not be applicable on days where the amount of time remaining in the employee's regularly scheduled eight-hour shift for that day, together with travel time from the jury duty site to the employee's duty assignment location, does not allow for a work period of reasonable length; in this circumstance, the employee shall still be required to notify his/her Battalion Commander in accordance with the requirement set forth above. Upon completion of his/her jury duty assignment, which may occur on a day prior to the last day of the normal jury duty assignment period (the normal jury duty assignment period as of the execution date of this Agreement is a one week, Monday through Friday period), the employee shall immediately notify his/her battalion commander of this fact by telephone and report back to work at 8 a.m. on his/her next regularly scheduled work shift.

5. Employees shall not lose any of their Vacation, Holiday or Work Reduction Day time off scheduled during a period of jury duty; all such time off shall be re-scheduled by the Fire Department Administration.
6. An employee receiving a notice to report for jury duty from the Court System shall immediately notify his/her Battalion Commander and provide him/her with a copy of this notice. The Fire Chief reserves the right to request the Court System to postpone an employee's jury duty in order to limit the number of employees off on jury duty at any one time. Prior to submitting a request for postponement, the Fire Department Administration will notify the employee(s) affected and, if an employee requests, discuss the matter with the employee.
7. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 33

VACATIONS

1. Definitions

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

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

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of active service and at the sole discretion of the Fire Chief be allowed to take vacation time within the year of appointment. However, if the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned and payments made during the vacation shall be deducted upon termination of employment.

3. Employees shall earn vacation time at the following rates:

- a. Employees in active service whose normal hours of work exceed 40 hours per

week shall be entitled to vacations with pay as follows:

- (1) Eight (8) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 96 hours per calendar year for an employee with less than seven (7) years of active service.
- (2) Twelve (12) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 144 hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.
- (3) Eighteen (18) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 216 hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service.
- (4) Twenty-two (22) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 264 hours per calendar year for an employee with at least twenty (20) years of active service.

b. Normal Hours of Work Averaging 40 Hours Per Week

Employees in active service whose normal hours of work average 40 hours per week shall be entitled to vacations with pay as follows:

- (1) Six and two-thirds ($6 \frac{2}{3}$) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 80 hours per calendar year for an employee with less than seven (7) years of active service.
- (2) Ten (10) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 120 hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.
- (3) Thirteen and one-third ($13 \frac{1}{3}$) hours for each calendar month of active

service since an employee's last anniversary date up to a maximum of 160 hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service.

- (4) Sixteen and two-thirds ($16 \frac{2}{3}$) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 200 hours per calendar year for an employee with at least twenty (20) years of active service.

c. Pro-rata Earning of Vacation

- (1) Differing Normal Hours of Work

Employees whose normal hours of work during a calendar year fall into both categories described in subsections 3.a. and 3.b., above, because of the nature of their duty assignments that year shall earn the vacation with pay at the rate they are entitled to under subsections 3.a. and 3.b., respectively, prorated on the basis of their length of service in each category during that year, computed to the nearest calendar month.

- (2) Less Than Full Calendar Year of Active Service

For purposes of prorating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during such calendar month.

- d. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in subsection 5 below, shall be limited to the maximums noted in this subsection, above. These maximums are

not guarantees; an employee is not entitled to any greater vacation with pay in a calendar year than that which he/she has earned for that calendar year.

4. Except as provided in subsection 6 of this Article, below, employees must use vacation time during the calendar year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the calendar year for which it was earned shall lose all rights to the unused time off.
5. 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 pay check. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.
6. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation scheduled during the period of such leave provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such vacation and indicates the time when the vacation is to be used. An employee on authorized injury leave as a result of a duty-incurred injury not using vacation scheduled during the period of such leave because he/she did not make a request for it shall have his/her unused vacation rescheduled by the Fire Department Administration when he/she returns to duty, if it is possible to do so, before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused vacation

before the end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused vacation at the end of the calendar year, computed on the basis of the employee's base salary rate in effect at the time for which the vacation was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Fire Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation that the Fire Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The vacation carried over shall be used by April 1 of the next following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over vacation shall be subject to availability of the dates requested by the employee, require prior approval by the employee's Battalion Commander and in no way affect the scheduling of other employee vacations.

7. An employee on authorized sick leave may use vacation scheduled during the period of such leave, provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such vacation and indicates the time when such vacation is to be used. An employee on authorized sick leave not using vacation scheduled during the period of such leave because he/she did not make a request for it shall have his/her vacation that was scheduled during such leave rescheduled by the Fire Department Administration when he/she returns to duty if it is possible to do so before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of

time equal to the amount of unused vacation.

8. Employees in active service shall have time spent receiving a duty disability retirement allowance included as years of service for purposes of computing current and prospective vacation benefits.
9. The vacation with pay benefits computed under the provisions of this Article shall be the full and only vacation benefits to which employees covered by this Agreement shall be entitled during calendar years 2010 and 2012.
10. The assignment and scheduling of vacations with pay shall be controlled by the Fire Chief.
11. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 34

HOLIDAYS

1. Amount of Holiday Time

a. Normal Hours of Work Exceeding 40 Hours Per Week

Employees in active service during a calendar year and whose normal hours of work exceed 40 hours per week shall be entitled to 24 hours off with pay in lieu of paid holidays per calendar year during a calendar year.

The amounts of time off provided above represent the maximum amount of time off to which an employee is entitled. These maximums are not guarantees; an employee is not entitled to any greater amount of time off in a calendar year than that which he/she has earned for that calendar year under the provisions of subsection 2 of this Article, below.

b. Normal Hours of Work Averaging 40 Hours Per Week

Employees in active service during a calendar year and whose normal hours of work average 40 hours per week shall be entitled to time off with pay in that calendar year as follows:

- (1) Ten (10) eight-hour work days off in lieu of paid holidays.
- (2) An additional two (2) eight-hour work days off per calendar year for employees who are on the City payroll as of January 1, 1964.
- (3) An additional two (2) eight-hour work days off per calendar year for employees who are on the City payroll as of January 1, 1963.

The amount of time off provided hereunder represents the maximum amounts of time off to which an employee is entitled. These maximums are not guaranteed; an employee is not entitled to any greater amount of time off in a calendar year than that which he/she has earned for that calendar year under the provisions of subsection 2 of this Article, below.

2. Earning of Holiday Time

a. Holiday Time Benefit Earning Rate

All time off in lieu of paid holidays that employees are entitled to receive in a calendar year under the provisions of subsections 1.a. and 1.b., above, shall be earned at a rate of one-twelfth (1/12) of such time off for each calendar month of active service during that calendar year.

b. Pro-rata Earning of Holiday Time

(1) Differing Normal Hours of Work

Employees whose normal hours of work during a calendar year fall into both categories described in subsections 1.a. and 1.b., above, because of the nature of their duty assignments that year shall earn time off in lieu of paid holidays, prorated on the basis of their length of service in each category during that year, computed to the nearest calendar month.

(2) Less Than Full Calendar Year of Active Service

For purposes of prorating, an employee in active service for at least 14 days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during such calendar month.

3. Administration of Holiday Time

a. Except as provided in subsections 3.b. and 3.c. of this Article, below, time off in lieu of paid holidays must be used in the calendar year in which it was earned; employees who do not use all of their entitled holiday time within the calendar year in which it was earned lose all rights to the unused time off.

b. An employee on authorized injury leave as a result of a duty-incurred injury may use holiday off time scheduled during the period of such leave provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such holiday time off. An employee on authorized injury leave as a result of a duty-incurred injury not using holiday off time scheduled during the period of his/her

leave, because he/she did not make a request for it shall have his/her unused holiday off time rescheduled by the Fire Department Administration when he/she returns to duty, if its is possible to do so, before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused holiday off time before the end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused holiday off time at the end of the calendar year, computed on the basis of the employee's hourly base salary rate in effect at the time for which the holiday off time was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Fire Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused holiday off time that the Fire Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The holiday off time carried over shall be used by April 1 of the next following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over holiday off time shall be subject to availability of the dates requested by the employee, require prior approval by the employee's Battalion Commander and in no way affect the scheduling of other employee holiday off time.

- c. An employee on authorized sick leave may use holiday time off scheduled during the period of such leave, provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such holiday time off and indicates the time

when such holiday time off is to be used. An employee on authorized sick leave not using holiday time off during the period of such leave because he/she did not make a request for it shall have his/her holiday time off that was scheduled during such leave rescheduled by the Fire Department Administration when he/she returns to duty if it is possible to do so before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused holiday time off before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused holiday time off.

- d. The assignment and scheduling of all time off in lieu of paid holidays shall be controlled by the Fire Chief.
- e. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 35

UNIFORM ALLOWANCE

Uniform Replacement Allowance payments have been included in the Salary Schedule as of Pay Period 1, 2011. After payments for calendar year 2010 (paid in December 2010), there shall be no Uniform Replacement Allowance payments.

ARTICLE 36

SAFETY GLASSES

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

ARTICLE 37

TUITION AND TEXTBOOK REIMBURSEMENT

1. Tuition reimbursement shall be limited to courses approved by the Fire Department Administration and related to the Fire Service; textbook reimbursement shall be limited to textbooks required for courses in Fire Science and Technology.
2. The total amount of reimbursement paid by the City to an employee shall not exceed \$925 per year. Any portion of the reimbursement may be used for courses which are less than three weeks in duration that are approved by the Fire Department Administration.
3. Employees must remain in service for a one-year period after receiving Tuition and Textbook Reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
4. Employees covered by Veteran's Administration benefits pertaining to tuition or textbook reimbursement shall not be entitled to receive the reimbursement benefits provided hereunder.
5. In order to qualify for reimbursement under subsections 1 and 2 of this Article, above, employees must submit an application for reimbursement and itemized receipts to the Fire Chief on a form provided by the City no later than eight weeks following the last course date.
6. In order to qualify for reimbursement under subsections 1 and 2 of this Article, above, employees shall present evidence to the Fire Chief of successful completion of courses of study for which they are requesting reimbursement. Such evidence shall be submitted in writing to the Fire Chief no later than eight (8) weeks following completion of courses of study and shall consist of the final grade report for each course of study. A course of study shall be deemed successfully completed if:
 - a. A grade of "C" or higher is received and such course of study in an undergraduate course of study; or

- b. A grade of "B" or higher is received and such course of study is a graduate course of study; or
 - c. When grades are not given or a non-credit course of study is taken, then the employee must present to the Fire Chief, within the time limit above described, a written statement from the course's instructor that the employee has satisfactorily completed the course of study.
- 7. Payment of reimbursement provided in subsections 1 and 2 of this Article, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the courses of study for which such reimbursement is being requested is received
 - 8. Employees shall be eligible to apply for tuition reimbursement benefits upon appointment to the City.
 - 9. 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.
 - 10. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 38

EDUCATIONAL PROGRAM

1. An employee who has an Associate Degree in Fire Science and Technology shall receive an annual payment of \$225 under the terms and conditions set forth in subsections 4 through 10 of this Article. An employee who is a registered nurse and whose education is less than a bachelor's degree shall receive \$225; however, no payment shall be provided unless such employee possesses a current registered nurse license.
2. An employee who has a bachelor's degree in Fire Science and Technology, Public Administration, Business Management/Administration, Psychology, Nursing, Personnel Administration/Management or equivalent degree, such equivalence being determined by the Department of Employee Relations, and, effective for payments for calendar year 2009, Public Health, Chemical Engineering, Training and Development, Physical Education/Health Education, and Physician Assistant shall receive an annual payment of \$325, subject to terms and conditions as set forth in subsections 4 through 10, below.
3. An employee who has a master's degree in Fire Science and Technology, Public Administration, Business Management/Administration, Psychology, Nursing, Personnel Administration/Management or equivalent degree, such equivalence being determined by the Department of Employee Relations, Public Health, Chemical Engineering, Training and Development, Physical Education/Health Education, and Physician Assistant shall receive an annual payment of \$425, subject to terms and conditions as set forth in subsections 4 through 10, below.
4. An employee who is eligible for more than one of the payments provided in subsections 1 through 3 of this Article in a calendar year shall only be entitled to receive the largest of the payments for that calendar year.
5. Except as provided in paragraphs 2 and 3, above, only degrees in Fire Science and Technology from colleges or universities approved by the North Central Association of

Colleges and Secondary Schools, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, Inc, Northwest Association of Colleges and Schools, Southern Association of Colleges and Schools, or Western Association of Schools and Colleges shall be eligible for the payments provided in subsections 1 to 3 of this Article.

6. These payments shall be made on an annual basis as soon as possible after December 31 of the calendar year in which eligibility is established therefore. No payments will be made to an employee for any calendar year in which he/she did not remain in the employment of the Fire Department for the full calendar year. An employee who attains the required degree during the calendar year shall be paid a prorated amount from the first pay period after the date the degree is awarded to December 31 of that calendar year.
7. An employee shall be eligible for an educational program payment upon completion of one year of active service.
8. Educational Pay shall not be used in the calculation of overtime pay or in the calculation of pension benefits. 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.
9. An employee who has earned an associate degree, a bachelor's degree or a master's degree in an approved field of study shall request that the degree-granting institution send a report to the Milwaukee Fire Department stating the date on which the degree was conferred, the major field of study and that the institution was a member in good standing of the North Central Association of Colleges and Secondary Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, Inc, the Northwest Association of Colleges and Schools, the Southern Association of Colleges and Schools, or the Western Association of Schools and Colleges at the time the degree was granted.
10. An employee shall be responsible for making the necessary requests of the educational institution for the purpose of informing the Milwaukee Fire Department as to his/her

attainment of a degree and shall be responsible for any costs associated therewith.

11. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 39

LIMITATIONS UPON ASSOCIATION ACTIVITY

1. No Association member or officer shall conduct any Association business on City time except as specified in this Agreement or as authorized by the Fire Chief, City Labor Negotiator, or the Labor Policy Committee of the Common Council.
2. No Association meeting shall be held on City time nor on City property.

ARTICLE 40

MEETING TIME

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

ARTICLE 41

NEGOTIATIONS

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

ARTICLE 42

OFF-DUTY EMPLOYMENT

1. Except as otherwise herein provided, employees covered by this Agreement shall devote their whole time and attention to the service of the Fire Department and they are expressly prohibited from engaging in any other business or occupation. Employees covered by this Agreement shall be permitted to work in another business or occupation provided that such employment does not occur while the employees are on sick leave or duty-incurred injury leave or during a period of an existing emergency; and provided further that such employment does not interfere with the rights of the Fire Chief to schedule or assign overtime. Employees covered by this Agreement shall not perform fire fighting duties for other municipalities operating a paid or volunteer fire department other than the City of Milwaukee.
2. The Fire Chief reserves the right, if in his judgment such off-duty employment by any employee renders him/her unfit for any reason to perform his/her full duty, or interferes in any way with the performance of his/her duty, to exercise his authority to take whatever action he deems proper, including the withholding of benefits accruing to employee which are discretionary with the Fire Chief.
3. If evidence comes to the attention of the Fire Chief that certain employment places the Fire Department in jeopardy for any reason, the Chief reserves the right to prohibit such particular work or job, or to take other necessary action to protect the best interest of the community in the area of fire protection and/or fire protection capability.
4. When the Fire Chief decides that, in his judgment, a state of emergency exists, he may unilaterally rescind, for the duration of the emergency, any and all of the off-duty employment privileges outlined in subsection 1., above.
5. All off-duty employment shall be under the strict control and administration of the Fire Chief, who shall have the right to establish Rules and Regulations to administer and

control the off-duty employment benefits provided in subsection 1 of this Article, above.

ARTICLE 43

BANK OF HOURS FOR ASSOCIATION ACTIVITY

1. The Association shall advise the City of the names of its representatives. One or more representatives from the Association shall be paid regular base salary for time spent in the processing of grievances, any conference called by the City (including collective bargaining sessions), any business pursued by the Association at the City's request during regular working hours, any time spent by officers of the Association at Association meetings and executive board meetings which occur during their regular working hours, and any time spent by executive board members of the Association at executive board meetings of the Association, during their regular working hours; except no payment will be made for such time outside the representatives' normal workdays. Reasonable travel time will be allowed.
2. Each month the Association shall reimburse to the City an amount equivalent to the base salary paid members under the provisions of this Article during such month. Each month the Association shall also reimburse the City an amount equivalent to the overtime premium ($\frac{1}{2}X$) paid employees required to work overtime as a result of members utilizing paid time off under the provisions of this Article during such month. The Fire Department shall determine the amount of overtime premium owed the City. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the Association is in non-compliance with the reimbursement requirements provided by this subsection. This subsection shall not apply to the first 1000 hours of paid time off provided hereunder in each calendar year of the Agreement. .
3. The names of the duly chosen representatives of the Association shall be submitted to the City Labor Negotiator sufficiently in advance of any proposed use of such time so as to permit reasonable advance notification to the Fire Chief of the meeting.
4. The City Labor Negotiator shall interpret and administer the provisions of this section.

ARTICLE 44

AGENCY SHOP

1. The City will deduct from the biweekly earnings of all employees represented by the recognized bargaining unit Milwaukee Professional Fire Fighters' Association, Local #215, IAFF, AFL-CIO, hereinafter referred to as "Association," who have not authorized dues deduction by dues deduction cards, an amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members of the Association and pay said amount to the Treasurer of the Association within 10 calendar days after the payday from which such deduction was made.
2. The City will not deduct the dues of any employee in any two week pay period unless said employee is a member of the Association recognized bargaining unit for at least seven calendar days in that pay period.
3. The City reserves the right to stop, withhold, or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
4. The City will honor only dues deduction cards which authorize dues to the recognized bargaining unit which represents the employee. No dues or fair-share deduction will be made from earnings of managerial, supervisory or confidential employees.
5. Changes in dues or fair-share amounts to be deducted shall be certified by the Association at least fifteen calendar days before the start of the pay period the increased deduction is to be effective.
6. Fair-share deductions for new employees in the Association's recognized bargaining unit will be made from the new employee's first paycheck. The City will provide the Association with a list of employees from whom dues or fair-share deductions are made with each biweekly remittance to the Association.

7. The Association will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Association.
8. The Association shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or fair-share deductions or the interpretation, application or enforcement of this provision.

ARTICLE 45

SENIORITY FOR LAYOFF PURPOSES

1. When it becomes necessary to reduce the work force, the employee with the least seniority in the job classification being reduced shall be the first employee laid off.
2. Recall to the job classification a laid-off employee held shall be by application of seniority in reverse order of layoff. The last employee in a classification laid off shall be the first employee in that classification returned to work.
3. Length of service for the purposes of this provision is to be measured from date of original employment in the Fire Department.
4. Should the Fire Chief, find it necessary to lay off employees, he shall give the Association notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The Fire Chief and the Association shall meet within five (5) calendar days of the notice to discuss layoffs. The Fire Chief, at this meeting, shall provide the Association with a current seniority list of employees in the Association bargaining unit.
5. Seniority for layoff shall be broken if an employee:
 - a. Retires
 - b. Resigns from the fire service
 - c. Is discharged and the discharge is not reversed
 - d. Is not recalled from layoff for a period of three (3) years
 - e. Is recalled from a layoff and does not report for work within three (3) calendar weeks. The laid off employee shall provide the Deputy Chief Fire, Bureau of Administration with his/her current mailing address. The Department shall notify an employee of recall to employment in writing by certified mail to the last address provided by the employee.
 - f. Does not return at the expiration of leave of absence.
6. Employees in a particular job classification having the same starting date shall have their

seniority status determined by their position on the eligibility list from which they were appointed.

7. Subject to the prior approval in each case of the Common Council upon the recommendation of the Board of Fire and Police Commissioners in accordance with Section 62.50(10) of the Wisconsin Statutes, a member of the bargaining unit who has received notice of layoff may apply to displace the least senior member of the bargaining unit holding position with a lower classification if all of the following conditions are met:
 - a. The employee seeking to displace another employee has greater length of service than the employee sought to be displaced.
 - b. The employee seeking to displace another employee is capable of performing the job of the employee sought to be displaced.
 - c. The position occupied by the employee sought to be displaced is in the same or lower pay range than the position from which the employee seeking to displace is being laid off.
8. An employee applying to displace another employee must do so in writing to the Fire Chief within 14 days of the date upon which notice of his/her layoff has been given by the City to the Association pursuant to the provisions of paragraph 4 of this Article. An employee who has been granted his/her application to displace another employee in a lower classification pursuant to the provisions of this Article shall retain all seniority and recall rights conferred upon him/her by reason of service in the classification from which he/she has been laid off. Nothing in this paragraph shall be construed to limit or impair the statutory discretion of the Board of Fire and Police Commissioners and/or the Common Council with respect to the granting or denial of any application for displacement made hereunder.
9. In the event of layoffs in classifications within the bargaining unit, the Common Council, upon the written recommendation of the Board of Fire and Police Commissioners in accordance with Section 62.50(10) of the Wisconsin Statutes in their sole discretion may reduce one or more employees in higher classifications in rank (including inter alia

members of the bargaining unit and officers of supervisory and/or managerial rank) to fill those positions that have become vacant by reason of such layoffs for which they may be qualified. Such reductions in rank may be directed for any reason including (but not limited to) the maintenance of the prevailing proportionality of employees within the various ranks within the Department.

The order of rank pursuant to this paragraph shall whenever practicable be made in accordance with length of service in rank, i.e., the employee with the least amount of length of service in any particular rank shall be the first to be laid off should reductions from that rank pursuant to this paragraph be directed. The City shall make its best efforts to avoid reducing employees affected by this paragraph by more than one rank at any one time. Employees reduced in rank shall assume all rights, benefits and obligations applicable to employees holding the rank to which they have been reduced except that they shall retain the right of preferential restoration (in inverse order of reduction) to their former rank prior to any other promotions or appointments to that rank.

10. The Board of Fire and Police Commissioners and the Common Council shall adopt any rules, regulations and/or ordinances necessary to implement and administer the provisions of paragraphs 7, 8 and 9 of this Article.
11. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 46

CONTRACT ADMINISTRATION

1. The Union may designate one member of the bargaining unit to perform contract administrator duties. Within 5 calendar days following the execution date of this Agreement, the Union shall provide the City Labor Negotiator with written notice indicating the name of the member it has designated to perform contract administrator duties. If the Union wishes to replace such member, it shall provide the City Labor Negotiator with written notice not less than 30 calendar days prior to the effective replacement, indicating the name of the replacement member and the member to be replaced, along with the effective date of such replacement.
2.
 - a. A member whose normal hours of work exceed 40 hours per week shall perform duties as determined by the Fire Chief for a minimum of 288 hours per fiscal year; such time to be scheduled at the discretion of the Fire Chief. The member shall be released from his/her duties with the Milwaukee Fire Department to perform contract administration duties as defined below for all hours in excess of the 288 hour minimum.
 - b. A member whose normal hours of work average 40 hours per week shall perform duties as determined by the Fire Chief for a minimum of 208 hours per fiscal year; such time to be scheduled by the Fire Chief. The member shall be released from his/her duties with the Milwaukee Fire Department to perform contract administration duties as defined below for all hours in excess of the 208 hour minimum.
3. Such designated member shall at all times be a member of the Milwaukee Fire Department, retain his/her job title, continue to be subject to the rules of the Milwaukee Fire Department and, when not performing contract administrator duties, shall perform assigned duties as determined by the Fire Chief. The member shall be entitled to paid

time off consistent with his/her classification during his/her regularly scheduled hours of work to perform contract administrator duties, subject to the following terms and conditions:

- a. Contract administrator duties shall be defined as follows: to assist in conferences with other employees and supervisors, to participate in meetings called by management or otherwise authorized under this Agreement, to assist in resolving problems pertaining to matters of the interpretation, application and enforcement of this Agreement, and to assist the parties in maintaining a harmonious relationship during the term of this Agreement.
- b. Such paid time off shall be limited to representing Union members, if requested, attending grievance meetings, attending authorized meetings of City Boards, Commissions and Committees, attending conferences to assist the Union with other employees and supervisors, attending meetings authorized by the City Labor Negotiator and to processing of contract administration paperwork and related phone calls at the Union office.
- c. The member shall submit a report of his/her activities to the Fire Chief upon request.
- d. The Fire Chief may require that the employee provide advance notice and/or a log of the time periods during which the member will be performing contract administration duties. Such advance written notice/log requirement may include the date, approximate time off for the performance of contract administration duties and the type of duties to be performed.
- e. The designated member shall under no circumstances be eligible for any salary payments for any work performed:
 - (1) Outside his/her regularly scheduled work shift.
 - (2) On a holiday.
 - (3) On an off day.
 - (4) On a vacation day.

- f. The designated member shall under no circumstances be eligible to utilize the benefits contained in Article 43, Bank of Hours for Association Activity.
- 4. The base salary and benefits provided to the designated member shall continue to be under the administration of the Fire Chief. The scheduling of the vacation, holiday and paid off time benefits shall be controlled by the Fire Chief. The hours of work shall be under the control and administration of the Fire Chief.

ARTICLE 47

UNPAID LEAVE OF ABSENCE

1. The City will permit a member of the Association Bargaining Unit to take an unpaid leave of absence for a period of one year for service with a labor organization with which it maintains a contractual relationship.
2. Such unpaid leave of absence shall be renewable and the sole obligation of the City shall be to restore the individual on leave of absence to the first open position in the title the individual held provided that the individual can meet the requirements of this position and that there are no employees on layoff with greater seniority at the time the individual makes his request for reinstatement.
3. No benefits shall accrue to the individual during the term of such unpaid leave of absence, except that such individual shall accrue seniority credited during the term of such unpaid leave of absence.
4. The Association Executive Board, through their President or his designee, shall notify the City Labor Negotiator in writing at least 28 calendar days prior to the effective commencement date of the leave. Employees making application for return from leave of absence shall notify the City Labor Negotiator in writing at least 28 calendar days prior to the date they are requesting return to duty. Such leave shall be granted subject to the employee complying with all Departmental rules and procedures regarding leaves of absence and return to duty. Return to duty shall require filing a written application for reinstatement to duty with the Fire Chief and passing a Departmental medical exam.

ARTICLE 48

INFORMATION TO BE PROVIDED THE ASSOCIATION

1. The City will provide the Association with copies of all General Orders, Special Orders, Special Notices and General Information Bulletins issued by the Fire Department Administration during the term of this Agreement that are sent to the Engine Houses.
2. Such information shall be sent to the Association by department courier as soon as is administratively practicable after date of issue.
3. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 49

EMPLOYEE SICK LEAVE BALANCE STATEMENTS

The Fire Department Administration will provide each employee in active service on the last day of the last pay period for the year with a written statement indicating his/her earned and unused sick leave as of that time; such statement shall be for informational purposes only and shall be provided as soon as is administratively practicable following the close of the calendar year. Differences in respect to the amount of an employee's earned and unused sick leave set forth on the statement shall be subject to the Grievance and Arbitration Procedure contained in this Agreement; for purposes of interpretation and construction, the time limit requirements of the Grievance Procedure shall start on the date the sick leave balance statements are provided employees.

ARTICLE 50

SPECIAL UNIT PAY

1. An employee assigned by the Fire Chief to any of the following special units shall receive an amount in addition to base salary equivalent to \$240 per annum: Dive Rescue Team; Hazardous Materials Response Team; Heavy Urban Rescue Team and Boat Pilots. An employee may not receive more than \$240 per annum regardless of the number of special units he/she may belong to at any one time.
2. Payments made under the provisions of this Article shall be paid after December 31 of the year in which they were earned. Pro-rata adjustment to the nearest calendar month on the basis of service in a Special Unit will be made for an employee who was assigned to a Special Unit for less than a full calendar year. For purposes of pro-rating, an employee assigned to a Special Unit for at least 14 days in a calendar month shall be deemed as having been assigned to a Special Unit for the full calendar month; in the event the employee is assigned to a Special Unit less than 14 days in a calendar month, then the employee shall be deemed as not having been assigned to a Special Unit at all during the calendar month.
3. If the Fire Chief establishes a new Special Unit during the term of this Agreement, then employees assigned to such unit by the Chief shall be entitled to the compensation provided hereunder in accordance with the terms and conditions established therefore.
4. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
5. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
6. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 51

DRUG TESTING

1. The parties agree that the Milwaukee Fire Department's Drug Testing Program shall be as set forth in the Memorandum of Understanding executed by the parties on June 21, 1994.
2. Nothing in this Article affects the Department's current reasonable suspicion drug testing program.

ARTICLE 52

PARKING REIMBURSEMENT

The City shall reimburse employees who are assigned to the fire house located at 784 North Broadway for all reasonable expenditures incurred for parking of their private vehicles. In no event shall said reimbursement exceed \$20.00 per month per employee.

ARTICLE 53

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council, the Board of Fire and Police Commissioners and the Fire Chief, and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon them.
2. The parties hereto recognize that those rules and regulations established and enforced by the Board of Fire and Police Commissioners and/or the Fire Chief, which affect the wages, hours and working conditions of the employees covered by this Agreement are subject to the collective bargaining process pursuant to Section 111.70, Wisconsin Statutes.
3. The provisions of this Agreement are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Fire Chief, the Common Council or the Board of Fire and Police Commissioners, including rules and regulations established by the Fire Chief and the Board of Fire and Police Commissioners.
4. During the term of this Agreement, prior to the establishment of new rules or regulations or changes in existing rules or regulations that do not fall within the Fire Chief's unfettered management functions, the Association shall be afforded the opportunity to negotiate with the Fire Chief as follows: Whenever the Fire Chief proposes to establish a new rule or a change in an existing rule, if such proposal in its operation will affect wages, hours or conditions of employment of members of the bargaining unit represented by the

Milwaukee Professional Fire Fighter's Association, hereinafter referred to as the "Association," he shall present his written proposal to the President of the Association. At a mutually agreeable time, not more than 30 days following such presentment, the Fire Chief shall meet with good faith with said representatives with the intent to reach an agreement consistent with the Fire Chief's powers, duties, functions and responsibilities under law. If no agreement is reached by the Fire Chief and the Association through its representatives within 30 days of such initial meeting, the Fire Chief may establish the proposed new rule or the proposed change in an existing rule unilaterally subject to the prior approval of the Board of Fire and Police Commissioners. In case of emergency, the emergency to be determined by the Fire Chief, the Fire Chief shall have the right to establish or modify a rule or rules unilaterally and such rule or rules shall become effective immediately. The Chief shall immediately inform the Board, in writing of the rule change and the reason therefore, and said rule shall remain effective until the next meeting of the Board.

5. Any rules or regulations of the Milwaukee Fire Department affecting wages, hours or conditions of employment promulgated by the Fire Chief after negotiation but without agreement may be tested relative to whether they violate the specific provisions of this Agreement as well as the propriety of their application in accordance with the provisions of this Agreement pertaining to grievances and arbitration.
6. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on_____.

ARTICLE 54

NOTICES

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

ARTICLE 55

WAIVER OF FURTHER BARGAINING

1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein.
2. If any portion of this Agreement is held invalid or if compliance with it is restrained by operation of law or by any court of competent jurisdiction, the balance of the Agreement shall remain in full force and effect and the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion.

ARTICLE 56

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 57

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 provided that retroactive wage payments are paid no later than sixty days from the execution date of this Agreement. For purposes of construction and interpretation of this article, the execution date of this Agreement shall be the date the Mayor signs the resolution approving this Agreement.

ARTICLE 58

TRAINING STANDARDS PAY

Training Standards Pay was included in the salary schedule effective Pay Period 1, 2011.

An employee covered by this Agreement who has successfully completed training that meets the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards or an employee who is licensed under Section 146.50 of the Wisconsin Statutes to perform “emergency medical technician-paramedic” functions shall be eligible to receive, in addition to his or her base salary, “Training Standards Pay”. An employee who has not met the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards as of December 31 of a calendar year shall not be eligible to receive Training Standards Pay for that calendar year. An employee whose emergency medical technician-paramedic license lapses during a calendar year and who also has not successfully completed training that meets the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards shall not be eligible to receive Training Standards Pay for that calendar year.

1. For calendar year 2010 an eligible employee covered by this Agreement and in active service on December 31 of calendar year 2010 shall receive Training Standards Pay as follows:
 - a. Employees occupying the classification of Administrative Fire Lieutenant, Fire Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Field Lieutenant, Paramedic Lieutenant, or Vehicle Operations Instructor shall receive \$1,140.
 - b. Employees occupying the classification of Fire Paramedic, Firefighter or Heavy Equipment Operator shall receive \$600.
 - c. An employee whose job classification changes during a calendar year shall be entitled to the benefits provided hereunder prorated on the basis of his/her active service in the classifications specified in subsection 1 during the calendar year in which his/her job classification changed. For purposes of prorating, an employee

on the Fire Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.

- d. Effective January 1, 2011, Training Standards Pay shall be eliminated. Except for calendar year 2010 payments (paid in 2011), there shall be no Training Standards Pay payments made after calendar year 2010. It is understood that effective Pay Period 1, 2011, Training Standards Pay has been included in the base salary schedule.
2. Except as provided in subsection 3 of this Article, below, payments earned under these provisions shall be made as soon as is administratively practicable after December 31.
3. An employee retiring on a service retirement or a duty disability retirement in 2010 only shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Fire Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's normal retirement or duty disability retirement.
4. Except as provided in subsection 6, below, payments made under the provisions of this Article shall not be included in the determination of overtime compensation or any other fringe benefits.
5. For purposes of interpretation and construction of the provisions of this Article, successful completion of "training that meets the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards" shall mean graduation from

recruit training at the Bureau of Instruction and Training.

6. Employees who retire during calendar year 2010 only from active service on a normal service retirement pension shall have a maximum of \$400 of Training Standards Pay received under this Article included in final average salary for purposes of computing the normal service retirement allowance. The amount of the Training Standards Pay benefit to be included in the final average salary shall be an amount up to a maximum of \$400 of pay received under this Article for the calendar year immediately preceding the employee's date of retirement.

Dated at Milwaukee, Wisconsin, _____, 2011. Four (4) copies of this instrument are being executed all with the same force and effect as though each were an original.

FOR THE ASSOCIATION:

BY:

David Seager
President

Maria Monteagudo
Employee Relations Director

Dean T. Gonzalez
Vice-President

Troy M. Hamblin
Labor Negotiator

Michael E. Torpy
Secretary

Joseph Alvarado
Labor Relations Officer

Steven J. Bukowski
Treasurer

FOR THE CITY:

Mark Pegelow
Executive Board Member

Leonard Kreil
Executive Board Member

Tom Barrett, Mayor

John Barmore
Executive Board Ad Hoc Member

Ronald D. Leonhardt, City Clerk

Luke Jones
Executive Board Member

W. Martin Morics, City Comptroller

Scott Hall
Executive Board Member

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

Al Jansen
Executive Board Member

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

SIGNATURES

APPENDIX A

WELLNESS AND PREVENTION PROGRAM AND WELLNESS AND PREVENTION COMMITTEE

A Wellness and Prevention Program and a Wellness and Prevention Committee shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees and their family members. The Wellness and Prevention Program shall include an annual Health Risk Assessment (HRA) and may contain, but shall not be limited to, some or all of the following components: benefit communication, 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 incentive or 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 unions shall select the nine union representatives. The committee shall be structured to include one Local 215 member determined by Local 215. The City has agreed to include two members of the Milwaukee Police Association on the Committee.

Decisions of the committee shall be by consensus. Consensus shall be reached when ten committee members agree. The committee shall make no decisions that require employees to pay additional out-of-pocket costs unless they are ratified by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket monthly expense or provide some other type of benefit

without ratification by the bargaining units. No decision made by the committee or failure to make a decision shall be subject to any aspect of the various grievance procedures, complaint procedures, court action or any other type of dispute resolution mechanism.

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

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

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Office of the Comptroller

September 29, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

Ref: Pay Admin

The Honorable Common Council
Committee on Finance & Personnel
City of Milwaukee

Dear Committee Members:

Re: Common Council File No. 110548

I have reviewed the fiscal impact statement in the above file, which reports the impact of the wage agreement prepared by the Labor Negotiator for the Milwaukee Professional Firefighters' Association. The total incremental costs as developed by my staff for the 2010-2012 agreement by category are:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries – Base pay	\$ -	\$ 880,549	\$ 2,771,275
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	-	144,521	533,539
Pension & FICA	-	66,557	333,142
Health Ins. Savings	-	-	(1,514,374)
Saving from elimination of Training Standards Pay	-	(559,385)	(555,420)
Saving from elimination of Uniform Allowance	-	(272,215)	(270,075)
Total Contract Costs:	\$ -	\$ 260,027	\$ 1,298,087

The Training Standards Pay and Uniform Allowance are being rolled into base pay. The average increase to firefighter, paramedic and heavy equipment operator base wage is 5.5% for this contract. Lieutenants have an average increase of 6.1% and Captains are 4.4%. Base pay is used when calculating overtime and pension contributions. The cost for these items is listed above and is carried forward to future years.

We have found the balance of the figures in the note to be reasonable. The figures developed by the Labor Negotiator are adequate for use in the file.

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:JB

41 - L215 10-12

c: Labor Relations, Deferred Comp, ERS





Milwaukee Professional

FIRE FIGHTERS' ASSOCIATION *Local 215*

5625 W. Wisconsin Ave., Milwaukee, Wisconsin 53213-4287

Telephone: (414) 259-8000

Website: www.local215.com

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President

DAVID R. SEAGER JR.

Vice-President

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MICHAEL E. TORPY

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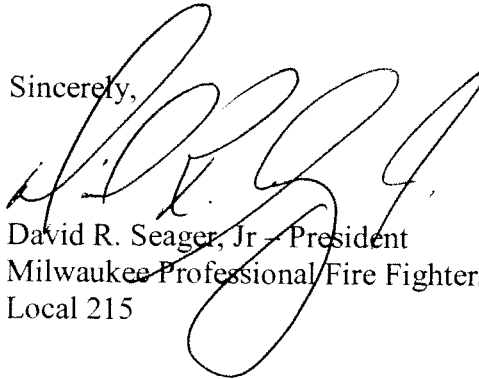
September 29, 2011

Mr. Troy Hamblin
Labor Negotiator
City of Milwaukee
200 East Wells Street
Milwaukee, Wisconsin 53202

Mr. Hamblin,

I write in my capacity as the president of the Milwaukee Professional Fire Fighters Association IAFF Local 215. This correspondence is to serve as the confirmation of my membership's ratification of the tentative agreement reached voluntarily with the city of Milwaukee. This ratification became official on Wednesday, September 14th, 2011. I verbally confirmed this result with you via the telephone. This written documentation is to serve the purpose of verification for the file.

Sincerely,



David R. Seager, Jr. - President
Milwaukee Professional Fire Fighters Association
Local 215



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 30, 2011

Board of Fire and Police Commissioners
Fire and Police Commission
City Hall, Room 706A

Dear Commissioners:

I ask that you consider at your next meeting matters relative to the City's ratification process for collective bargaining agreements covering the years 2010-2012 with the three sworn bargaining units, the Milwaukee Police Supervisors' Organization (MPSO), the Milwaukee Professional Firefighters' Association, Local 215 (Local 215), and the Milwaukee Police Association (MPA). The Common Council's Finance and Personnel Committee is scheduled to act on the MPSO and Local 215 collective bargaining agreements on October 5 with the Common Council taking final action on October 11, 2011. The terms of an MPA collective bargaining agreement will be considered on dates yet to be determined by the Finance and Personnel Committee and Common Council (bargaining agreement terms for the MPA have not been ratified by MPA membership as of the date of this letter, so all changes to the terms and conditions of employment for members of this group that are noted below are still provisory).

Sec. 62.50(10), Stats., requires a prior written recommendation from the FPC before the Common Council can reduce either the "salary" or the "compensation" of members (sworn and unsworn) of the Fire or Police Departments. Because the term "compensation" is not defined in the statute (the scope of Sec. 62.50(10) is presently being litigated), the City Attorney's office has advised, as a precautionary measure and to avoid potential litigation and liability under a broad construction of the term, that the City seek a prior written recommendation from the Fire and Police Commission regarding any changes in the terms or conditions of employment for members of either department that could potentially be deemed to constitute a decrease in "compensation." Obtaining the Fire and Police Commission's recommendation of the following changes would ensure that no potentially viable challenge could be made by individual employees or their bargaining representatives under Sec. 62.50(10) if and when these changes are approved by the Common Council:

- Changes affecting MPSO, Local 215, and MPA members:

- Each member to pay, commencing January 1, 2012, up to 12% of the bi-monthly group health coverage premium applicable to other active City employees for the particular plan choice and coverage type (single, employee plus dependents, etc.) options applicable to the member, and up to 12% of any and all increases to such premiums that are established by the City for particular plan choices and coverage type options from time-to-time after January 1, 2012 for active City employees. The maximum January 1, 2012 bi-monthly contribution rates for active City employees for the plan and coverage choice options available on January 1, 2012 are shown on Attachment A to this letter.
- Changes affecting MPSO members only (see Attachment B to this letter, Summary of Wage and Fringe Benefit Modifications applicable to MPSO members for details regarding the changes referenced below):
 - Reductions/elimination of variable shift assignment pay (VSAP) and certification pay for all employees;
 - Elimination of certain payments received by some employees pertaining to specific levels of educational credits.
- Changes affecting Local 215 members only (see Attachment C to this letter, Summary of Wage and Fringe Benefit Modifications applicable to Milwaukee Professional Firefighters' Association, Local 215, members for details regarding the changes referenced below):
 - Reductions/elimination of uniform allowance and training standards pay for all employees;
 - Reductions in salary for employees while they are in the Fire Department Academy.
- Changes affecting MPA members only (see Attachment D to this letter, Summary of Wage and Fringe Benefit Modifications for Milwaukee Police Association members for details regarding the changes referenced below):
 - Reductions in certification pay for all employees;
 - Elimination of the requirement the City provide a sweater to all employees;
 - Elimination of certain payments received by some employees pertaining to specific levels of educational credits;

- Reductions in salary for employees while they are in the Police Department Academy.

By this letter, I respectfully request that the Fire and Police Commission formally recommend to the Common Council each of the changes referenced above in this letter. Additionally, given the language of the statute, I ask that this Commission recommendation be communicated in writing to the Common Council through correspondence signed by the Commission's Chair and its Executive Director.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy M. Hamblin', with a stylized flourish at the end.

Troy M. Hamblin
Labor Negotiator

2012 Rate Chart For Active Employees

This Chart applies to all Employees whose positions are represented by any of the following units:

**GC Management; DC #48; NMNR; TEAM; Assc of Scient Pers; Assc of Muni Attys;
SNC; Loc 510 IAM; Loc 494 Mach; Loc 75 Plumbers; Loc 195 Bridge Operators;
Loc 139; Loc 61 Sanitation; ALEASP; Police Aides; Loc 494 FEDS**

HEALTH PLAN "EMPLOYEE RATE" INFORMATION

An employee will pay twice per month the rate listed below under "Employee Rate" for the plan selected.

CHART I - 2012 Employee HEALTH PLAN Payroll Contribution.

The "Employee Rate" will be deducted from the employee twice per month from the first and second paycheck.

HEALTH PLAN	¹ UHC CHOICE PLAN			² UHC CHOICE PLUS PLAN (Replaces the City's Basic Plan)		
	UHC CHOICE PLAN	City Share	Employee Rate	UHC CHOICE PLUS PLAN	City Share	Employee Rate
Single	\$ 311.98	\$ 274.54	\$ 37.44	\$ 396.84	\$ 349.22	\$ 47.62
Employee + Dependents	\$ 467.97	\$ 411.81	\$ 56.16	\$ 595.26	\$ 523.83	\$ 71.43
Employee + Spouse	\$ 623.96	\$ 549.08	\$ 74.88	\$ 793.68	\$ 698.44	\$ 95.24
Family	\$ 935.94	\$ 823.63	\$ 112.31	\$ 1,190.51	\$ 1,047.65	\$ 142.86

¹This is the HMO equivalent.

²This is the Basic Plan equivalent.

CHART II - 2012 Employee DENTAL PLAN Payroll Contribution.

The "Employee Rate" will be deducted from the employee twice per month from the first and second paycheck.

DENTAL PLAN	SINGLE PREMIUM	City Share	Single Employee Rate	FAMILY PREMIUM	City Share	Family Employee Rate
WPS/Delta Dental	\$ 12.48	\$ 6.50	\$ 5.98	\$ 43.10	\$ 18.75	\$ 24.35
Care-Plus	\$ 21.93	\$ 6.50	\$ 15.43	\$ 64.63	\$ 18.75	\$ 45.88
DentalBlue	\$ 23.63	\$ 6.50	\$ 17.13	\$ 70.89	\$ 18.75	\$ 52.14

DISCLAIMER: The benefit design and rate equivalents are subject to change by Common Council action.

NOTE: All rates/premiums and Employee Share amounts shown on this chart are shown as semi-monthly (twice per month) figures to reflect the fact that employee payroll deductions will take place twice per month, on the first and second paychecks of each month. Multiply the Rates/Premiums and Employee Share amounts by two (2) to calculate the full amounts..

**Summary of Wage and Fringe Benefit Modifications
In the 2010 – 2012 Agreement
Between the
City of Milwaukee (City)
and the
Milwaukee Police Supervisors Organization (Association)**

1. Article 1, Duration Article 1: Three year, January 1, 2010 through December 31, 2012
2. Article 9, Base Salary:
 - (a) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Police Sergeant by \$102.31 (\$2,667 annually), and increase the biweekly rates of pay of all other employees by \$55.77 (\$1,454 annually), with corresponding reductions in 2011 VSAP and Certification Pay payments.
 - (b) Effective Pay Period 1, 2012:
 - include education pay in base salary for those that are eligible and increase biweekly rates of pay as follows:
 - i. Associate's Degree or 64 credits - \$15.34 (\$400 annually)
 - ii. Bachelor's Degree – \$34.52 (\$900 annually)
 - iii. Master's Degree or Higher - \$42.19 (\$1,100 annually)which shall also be increased by the below listed across the board increases
 - A 3.5% across the board wage increase for Police Sergeant over Pay Period 26, 2011 wage rates
 - A 2.0% across the board wage increase for all other employees over Pay Period 26, 2011 wage rates
 - (c) Effective Pay Period 14, 2012:
 - A 1.25% across the board wage increase for Police Sergeant over Pay Period 13, 2012 wage rates
 - A 1.0% across the board wage increase for all other employees over the Pay Period 13, 2012 wage rates
3. Article 49, Variable Shift Assignment Pay:
 - (a) Effective for calendar year 2011 payments eliminate the VSAP payment provided to employees in subsections 1.a.(1) and (2).
 - (b) Modify section 6: *It is understood that including VSAP payments in the base biweekly salary is in recognition of the City's sole and unrestricted right to vary from time to time and without advance notice the starting time of an employee's regularly scheduled eight-hour shift assignment and/or the day on which such regular shift assignment occurs. Including the VSAP payments in base salary is in lieu of any other compensation for the City's retention of this right, including, without limitation, and "Out-of-Shift" premium pay.*
 - (c) Renumber subsection 1.b. and update entire Article, as needed.

4. Article 58, Certification Pay:
 - (a) Effective for calendar year 2011 payments eliminate Certification Pay payments provided to employees in section 1. After the payments for calendar year 2010 (paid in 2011), there shall be no Certification Pay payments.
 - (b) Insert the following at the beginning of the Article: Certification Pay payments have been included in the Salary Schedule as of Pay Period 1, 2011.
5. Article 12, Overtime. Insert the following in section 4.b.:

Effective the beginning of the first pay period following the execution date of the 2010-2012 Agreement, all overtime earned for work performed under grants shall be paid in cash.
6. Article 17, Health Insurance:
 - (a) Effective January 1, 2012, active employees shall contribute 12% of the Health Insurance Premium payment for plan selected.
 - (b) Remove prohibited subjects of bargaining from the remainder of the article.
7. Article 24, Vacations. Insert the following in section 4:

Effective January 1, 2012, vacation shall be taken on a fiscal year basis.
8. Article 54, Drug Testing:
 - (a) Eliminate the existing memorandum of understanding and the contractual reference thereto. Incorporate a reference to the new Standard Operating Procedure (hair testing).
9. Article 35, Educational Program:
 - (a) Effective for calendar year 2012 payments eliminate Educational Pay payments made to employees in section 1. After the payments for calendar year 2011 (made in 2012), there shall be no Educational Pay payments.
 - (b) Insert the following at the beginning of the Article: Educational Pay shall be included in the Salary Schedule as of Pay Period 1, 2012.
 - (c) Update entire article as needed
10. Incorporate into contract tentative agreements with necessary additions and updates of language and dates and deletion of obsolete language.

**Summary of Wage and Fringe Benefit Modifications
In the 2010 – 2012 Agreement
Between the
City of Milwaukee (City)
and the
Milwaukee Professional Firefighters' Association**

1. Article 1, Duration Article 1: Three year, January 1, 2010 through December 31, 2012
2. Article 2, Recognition and Article 9, Definitions

Update to incorporate Fire Investigator and Special Lieutenant titles.
3. Article 10, Base Salary:
 - (a) Effective Pay Period 1, 2011, increase the biweekly rates of pay of all employees by \$12.50.
 - (b) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Firefighter, Fire Paramedic and Heavy Equipment Operator by \$23.08,
 - (c) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Lieutenant and Vehicle Operations Instructor by \$42.31.
 - (d) Effective upon the execution date of the Agreement all newly hired Firefighters shall be paid at the academy step which shall be 75% of step 1 of Pay Range 850.
 - (e) Effective Pay Period 26, 2011, a 2.95% across-the-board wage increase over the Pay Period 25, 2011 wage rates.
 - (f) Effective Pay Period 14, 2012, a 1.0% across-the-board wage increase over the Pay Period 13, 2012 wage rates.
4. Article 35, Uniform Allowance:
 - (a) Effective for calendar year 2011 payments eliminate the Uniform Replacement Allowance provided to employees. After the payments for calendar 2010 (paid in December 2010), there shall be no Uniform Allowance payments.
 - (b) Delete the existing contents of the Article. Deletion of this Article shall not affect any prior years' payments.
 - (c) Insert the following at the beginning of the Article: Uniform Allowance payments have been included in the Salary Schedule as of Pay Period 1, 2011.
5. Article 58, Training Standards Pay:
 - (a) Effective for calendar year 2011 payments eliminate Training Standards Pay payments provided to employees. After the payments for calendar year 2010 (paid in 2011), there shall be no Training Standards Pay payments.

- (b) Insert the following at the beginning of the Article: Training Standards Pay payments have been included in the Salary Schedule as of Pay Period 1, 2011.
6. Article 26, Health Insurance:
- (a) Effective January 1, 2012, active employees shall contribute 12% of the Health Insurance Premium payment for the plan selected.
 - (b) Effective January 1, 2012, registered domestic partners of eligible City employees shall be eligible for health benefits and dental insurance. Employees who elect coverage for his/her domestic partner must be enrolled in the same plan.
 - (c) Remove prohibited subjects of bargaining from the remainder of the article.
7. Update language and dates and delete any obsolete language.

**Summary of Wage and Fringe Benefit Modifications
In the 2010 – 2012 Agreement
Between the
City of Milwaukee (City)
and the
Milwaukee Police Association**

1. Article 1, Duration: Three year, January 1, 2010 through December 31, 2012
2. Article 10, Base Salary:
 - (a) Effective Pay Period 1, 2011, increase the biweekly rates of pay by \$19.18 (\$500 annually) with corresponding reductions in 2011 Certification Pay payments.
 - (b) Effective upon the execution date of the Agreement all newly hired Police Officers shall be paid at the academy step which shall be 75% of step 1 of Pay Range 801.
 - (c) Effective Pay Period 1, 2012:
 - Include education pay in base salary for those that are eligible and increase biweekly rates of pay as follows:
 - i. Associate's Degree or 64 credits - \$15.34 (\$400 annually)
 - ii. Bachelor's Degree – \$34.52 (\$900 annually)
 - iii. Master's Degree or Higher - \$42.19 (\$1,100 annually)which shall also be increased by the below listed across the board increases
 - A 2.95% across the board wage increase over Pay Period 26, 2011 wage rates
 - (d) Effective Pay Period 14, 2012, a 1.35% across the board wage increase over Pay Period 13, 2012 wage rates
3. Article 21, Health Insurance:
 - (a) At the beginning of the Article insert the following: Certain items contained in this Article are currently under litigation.
 - (b) Effective January 1, 2012, active employees shall contribute 12% of the Health Insurance Premium payment for the plan selected.
4. Article 33, Uniform and Equipment:
 - (a) Add the following to 1.a.: (3) Effective upon the execution date of the Agreement, a Uniform Outer Carrier shall be included in the initial issue, which shall replace the initial issue of a sweater.
 - (b) 1.b.(1)(a) replace sweater with Uniform Outer Carrier

5. Article 39, Educational Program:
 - (a) Effective for calendar year 2012 payments eliminate Educational Pay payments made to employees in section 1. After the payments for calendar year 2011 (made in 2012), there shall be no Educational Pay payments.
 - (b) Update entire article as needed
6. Article 62, Parking Allowance Benefits for Police Administration Building Employees:
 - (a) Redraft entire Article removing any reference to car pool parking allowance and eliminate any references to specific parking allowance rates.
 - (b) Eligible employees shall receive parking allowance at rates current at time of reimbursement request.
7. Article 68, Certification Pay:
 - (a) Effective for calendar year 2011 payments (paid in 2012), Certification Pay shall be reduced to \$500.
8. Two Memoranda of Understanding agreed to and signed by the parties:
 - (a) The City agrees to hire 100 Police Officers between the execution date of the 2010-2012 Agreement and December 31, 2012.
 - The 2012 class shall start no later than August 15, 2012
 - (b) Employees in the classification of Detective upon the execution date of the 2010-2012 Agreement shall be allowed to participate in the testing process for Lieutenant positions regardless of supervisory experience or lack thereof. Identified individuals currently holding the rank of Detective shall be considered 'grandfathered' as to all such subsequent testing opportunities to/for the rank of Lieutenant.
9. Update language and dates and delete any obsolete language.
10. All other article shall remain Status Quo.

**Summary of Wage and Fringe Benefit Modifications
In the 2010 – 2012 Agreement
Between the
City of Milwaukee (City)
and the
Milwaukee Professional Firefighters' Association**

1. Article 1, Duration Article 1: Three year, January 1, 2010 through December 31, 2012
2. Article 2, Recognition and Article 9, Definitions

Update to incorporate Fire Investigator and Special Lieutenant titles.
3. Article 10, Base Salary:
 - (a) Effective Pay Period 1, 2011, increase the biweekly rates of pay of all employees by \$12.50.
 - (b) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Firefighter, Fire Paramedic and Heavy Equipment Operator by \$23.08,
 - (c) Effective Pay Period 1, 2011, increase the biweekly rates of pay of Lieutenant and Vehicle Operations Instructor by \$42.31.
 - (d) Effective upon the execution date of the Agreement all newly hired Firefighters shall be paid at the academy step which shall be 75% of step 1 of Pay Range 850.
 - (e) Effective Pay Period 26, 2011, a 2.95% across-the-board wage increase over the Pay Period 25, 2011 wage rates.
 - (f) Effective Pay Period 14, 2012, a 1.0% across-the-board wage increase over the Pay Period 13, 2012 wage rates.
4. Article 35, Uniform Allowance:
 - (a) Effective for calendar year 2011 payments eliminate the Uniform Replacement Allowance provided to employees. After the payments for calendar 2010 (paid in December 2010), there shall be no Uniform Allowance payments.
 - (b) Delete the existing contents of the Article. Deletion of this Article shall not affect any prior years' payments.
 - (c) Insert the following at the beginning of the Article: Uniform Allowance payments have been included in the Salary Schedule as of Pay Period 1, 2011.
5. Article 58, Training Standards Pay:
 - (a) Effective for calendar year 2011 payments eliminate Training Standards Pay payments provided to employees. After the payments for calendar year 2010 (paid in 2011), there shall be no Training Standards Pay payments.

- (b) Insert the following at the beginning of the Article: Training Standards Pay payments have been included in the Salary Schedule as of Pay Period 1, 2011.
- 6. Article 26, Health Insurance:
 - (a) Effective January 1, 2012, active employees shall contribute 12% of the Health Insurance Premium payment for the plan selected.
 - (b) Effective January 1, 2012, registered domestic partners of eligible City employees shall be eligible for health benefits and dental insurance. Employees who elect coverage for his/her domestic partner must be enrolled in the same plan.
 - (c) Remove prohibited subjects of bargaining from the remainder of the article.
- 7. Update language and dates and delete any obsolete language.



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

September 26, 2011

The Honorable
The Committee on Finance
and Personnel
Common Council
City of Milwaukee

Dear Committee Members:

To implement the rates of pay contained in the 2010-2012 Memorandum of Understanding between the City of Milwaukee and the Milwaukee Professional Firefighters' Association, we request your approval of amendments to Section 20 of the Salary Ordinance.

1. **EFFECTIVE PAY PERIOD 1, 2010 (DECEMBER 27, 2009)**

The existing footnotes under these pay ranges are to be retained.

Under Pay Ranges 850 through 857, maintain the current biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,447.03 1,506.44 1,673.37 1,840.73 2,025.27 2,228.80 2,431.94

Pay Range 853

Official Rate - Biweekly

1,820.82 1,860.74 2,294.92 2,385.63 2,574.53

Pay Range 856

Official Rate - Biweekly

2,324.40 2,415.65 2,510.54 2,609.20 2,711.88

Pay Range 857

Official Rate - Biweekly

2,609.20 2,711.88 2,818.62 2,929.60 3,044.91 3,164.97

2. EFFECTIVE PAY PERIOD 1, 2011 (DECEMBER 26, 2010)

Under Pay Ranges 850 through 857 delete the current biweekly rates of pay and substitute therefore the following biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,111.96 1,482.61 1,542.02 1,708.95 1,876.31 2,060.85 2,264.38 2,467.52

Add footnote designation "2/" which shall read as follows: "2/ Upon graduation from the Academy an employee shall move to Step 1."

Pay Range 853

Official Rate - Biweekly

1,856.40 1,896.32 2,330.50 2,421.21 2,610.11

Pay Range 856

Official Rate - Biweekly

2,379.21 2,470.46 2,565.35 2,664.01 2,766.69

Pay Range 857

Official Rate - Biweekly

2,621.70 2,724.38 2,831.12 2,942.10 3,057.41 3,177.47

3. EFFECTIVE PAY PERIOD 26, 2011 (DECEMBER 11, 2011)

Under Pay Ranges 850 through 857 delete the current biweekly rates of pay and substitute therefore the following biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,144.76 1,526.35 1,587.51 1,759.36 1,931.66 2,121.65 2,331.18 2,540.31

Pay Range 853

Official Rate - Biweekly

1,911.16 1,952.26 2,399.25 2,492.64 2,687.11

Pay Range 856

Official Rate - Biweekly

2,449.40 2,543.34 2,641.03 2,742.60 2,848.31

Pay Range 857

Official Rate - Biweekly

2,699.04 2,804.75 2,914.64 3,028.89 3,147.60 3,271.21

4. EFFECTIVE PAY PERIOD 14, 2012 (JUNE 24, 2012)

Under Pay Ranges 850 through 857 delete the current biweekly rates of pay and substitute therefore the following biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,156.21 1,541.61 1,603.39 1,776.95 1,950.98 2,142.87 2,354.49 2,565.71

Pay Range 853

Official Rate - Biweekly

1,930.27 1,971.78 2,423.24 2,517.57 2,713.98

Pay Range 856

Official Rate - Biweekly

2,473.89 2,568.77 2,667.44 2,770.03 2,876.79

Pay Range 857

Official Rate - Biweekly

2,726.03 2,832.80 2,943.79 3,059.18 3,179.08 3,303.92

The costs of these amendments to the Salary Ordinance are included in the fiscal note attached to the resolution approving the Memorandum of Understanding, Common Council File Number 110548.

We recommend adoption of the attached amendments to the Salary Ordinance.

Sincerely,



Troy M. Hamblin
Labor Negotiator

cc: Emma Stamps
Faranda Wragg

Michelle Stein
Renee Keinert

TMH:NMF
Sal Ord Ltr
labr\Lo-215\2010-2011\implementation



City of Milwaukee Fiscal Impact Statement

A

Date 9-28-11 **File Number** 110548

Subject Resolution to ratify and confirm the 2010-2012 final Agreement between the City of Milwaukee and the Milwaukee Professional Firefighters' Association, Local #215

B

Submitted By (Name/Title/Dept./Ext.) Nicole Fleck/Labor Relations Officer/DER-Labor Relations/x3371

C

- This File**
- ☒ Increases or decreases previously authorized expenditures.
 - ☐ Suspends expenditure authority.
 - ☐ Increases or decreases city services.
 - ☐ Authorizes a department to administer a program affecting the city's fiscal liability.
 - ☐ Increases or decreases revenue.
 - ☐ Requests an amendment to the salary or positions ordinance.
 - ☐ Authorizes borrowing and related debt service.
 - ☐ Authorizes contingent borrowing (authority only).
 - ☐ Authorizes the expenditure of funds not authorized in adopted City Budget.

D

- This Note**
- ☐ Was requested by committee chair.

E

- Charge To**
- ☒ Department Account
 - ☐ Capital Projects Fund
 - ☐ Debt Service
 - ☐ Other (Specify) _____
 - ☐ Contingent Fund
 - ☐ Special Purpose Accounts
 - ☐ Grant & Aid Accounts

F

Assumptions used in arriving at fiscal estimate.

Current staffing levels and prior years experience.

G

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$2,568,412	
Supplies/Materials			
Equipment			
Services			
Other	Pension/Life Ins	\$478,696	
	Health Insurance		\$1,514,374
TOTALS		\$3,047,108	\$1,514,374

H

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

I

List any costs not included in Sections E and F above.

Cost of \$2,335,863 will recur in 2012.

J

Additional information.

PW FILE NUMBER: 110548

[illegible]



Legislation Details (With Text)

File #: 110744 **Version:** 0
Type: Ordinance **Status:** In Committee
File created: 9/27/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: An ordinance relating to employee relations, regulations, and benefits.

Sponsors: THE CHAIR

Indexes: DEPARTMENT OF EMPLOYEE BENEFITS, DEPARTMENT OF EMPLOYEE RELATIONS, WAGES AND BENEFITS

Attachments: Benefit Changes PowerPoint, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/27/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110744
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
An ordinance relating to employee relations, regulations, and benefits.
Requestor

Drafter
DER
nf
9/22/11

2012 Recommended Benefit Changes

Department of Employee Relations

City of Milwaukee

October 5, 2011

Background

- ▶ Implications of Wisconsin Act 10
 - Expiration of CBA's
 - Rewrite of Chapter 350, codifying benefits available to city employees
 - Civil Service Rules – Workplace Safety Grievance Procedure
 - Creation of a Disciplinary Grievance Procedure for certain paid suspensions

Goals

- ▶ Eliminate MCO references to bargaining unit benefits where applicable
- ▶ Create uniform benefits for general city employees
- ▶ Increase efficiency in benefit administration practices
- ▶ Establish authority for benefits in the MCO
- ▶ Implement fiscally responsible HR practices
- ▶ Promote ongoing budget and benefit sustainability

Benefits Impacted by Recommended Changes

- ▶ Overtime
- ▶ Sick Leave Accrual and SLICP
- ▶ Vacation Accrual and Vacation Payout
- ▶ MGMT Terminal Leave
- ▶ Injury Pay
- ▶ Mileage Reimbursement
- ▶ Uniform and Clothing Allowances
- ▶ On-call Pay
- ▶ Shift Differential

Other Benefit Changes

- ▶ Expand unpaid educational leave policies available to managers to all general city employees.
- ▶ Authorize the payment of OT at 1.5X for work performed on a Holiday by eligible employees.
- ▶ Expand accrued time off donor program to all employees
- ▶ Expand access to tuition reimbursement benefits for membership dues, licenses, and certifications
- ▶ Life Insurance

Overtime and FLSA

Recommendation:

Eliminate OT practices as they exist in CBAs and shift to FLSA requirements.

OT Issue	Current Benefit	Recommendation
Positions eligible for OT	Some city positions that are not eligible for OT under FLSA receive the benefit per CBA provisions.	<ul style="list-style-type: none"> ▪Eliminate overtime pay for positions classified as exempt from OT provisions under the law. ▪Anticipate the most significant impact will be in professional positions performing work requiring “advanced knowledge”. Examples may include: registered nurses, accountants, engineers, and scientists.
Hours of work Definition	Normal work day: 8 hours Normal work week: 5 days. Hours paid in excess of 8 OR work performed outside regularly scheduled work shift triggers OT liability. Paid time off counts towards the 40 hr threshold for OT.	<ul style="list-style-type: none"> ▪Hours in excess of 8 in one day will not trigger OT unless hours worked during a workweek exceed 40. ▪Paid time off will not count towards 40 hr threshold. ▪Work performed outside of regular schedule will trigger OT only if employee works more than 40 hours in a week.
Overtime Compensation Rate	1.5X or 1.56X for time paid in excess of 8 hrs per day or 40 hours in a week	1.5X for time worked in excess of 40 in a work week
Comp vs Cash	In some cases the determination of comp time or cash is at the discretion of the employee.	Determination of comp time or cash will be at the discretion of Department Head
Special OT Compensation	Continuous time worked in excess of 12 hrs - .25 added to base salary. Non scheduled OT hrs worked on Sunday or Holiday at 1.75X	Eliminate Work performed on a Holiday will classify as OT at 1.5X

Sick Leave and SLICP

	Current Benefit	Recommendation
<p>Sick Leave Avg. 8.6 days used per general city union employee/year</p> <p>Avg. 4.9 days used per non-rep. & mgt. employee/year</p>	<p>Management: 12 Days Union: 15 Days</p> <p>6 mos waiting period for usage</p> <p>Sick Leave Accrual 960 Hours Max</p> <p>SLICP program: employees receive extra vacation day or pay every 4 mos if no sick leave is taken Approximate Annual Cost : Cash pay out: \$699,885 Time off Cost: \$802,844</p>	<p>12 Days for both Management and Union</p> <p>Eliminate 6 mos waiting period</p> <p>No change</p> <p>Eliminate SLICP program</p>

Vacation

	Current Benefit	Recommendation
Accrual System	Vacation is earned on a monthly basis with full vacation benefit earned in 10 months of work	Vacation is earned based on time on the payroll . It takes 26 pay periods to earn annual vacation benefit.
Carryover	Carryover is limited to 1 week and must be used by the end of March of the following year.	No cap on carryover. Accrual stops after employee has reached max accrual balance for years of service + 80 hrs.
Waiting period	6 mos waiting period for usage	Access to accrued vacation immediately
Max benefit	6 Week Maximum per year for employees with at least 22 years of creditable service	6.43 Weeks for employees who have completed 21 years of active service Require vacation payout at time of separation.

Terminal Leave for Management Employees

- ▶ **Current Benefit for Management Employees:**
 - Applies to those who retire from active service, excluding deferred or actuarially reduced pensions.
 - Management: Payment equal to 30% of accumulated and unused sick leave plus $\frac{1}{2}$ of the sick leave days accumulated during previous 12 mos of service—up to 6 additional days (Max 42 days)
 - Union Employees: Payment equivalent to 30 days of earned and unused sick leave (Max 30 days)

Recommendation:

- Decrease maximum days for managers to 30 (same as other employee groups)
- Estimated savings: \$120,000 (assumes 37 retirements and hourly rate of \$33 per hour)

Injury Pay

▶ Current Benefit:

- Non probationary employees receive injury pay benefit of 70% or 80% of salary tax free per contract provisions
 - Under State Law: 66.7% TTD (temporary total disability) tax free
- Current lifetime City cap set at 2080 hours or 250 days for entire employment period
- Employees receive injury pay starting with the first day of missed work
 - TTD payments are not available for the first 3 days of absence. If the absence extends beyond 4 days coverage is available for fourth day. If the absence extends beyond 7 days coverage is retro to the first day.

▶ Recommendation:

- Restructure injury pay benefit to mirror requirements under the law and create incentive for expedited return to work

Mileage Reimbursement

- ▶ Current benefit
 - Base amount of \$75 per month (greater for grandfathered employees) or IRS rate per miles driven whichever is greater
- ▶ Recommendation
 - Eliminate all base amounts and implement IRS mileage reimbursement rate for actual miles driven.
 - Approximate Savings: \$41,000

Uniform/Uniform Allowance

- ▶ Current Benefit
 - Varies by Department and position
 - Benefit (items and \$ amount specified in the contracts)

- ▶ Recommendation:
 - Eliminate uniform allowances
 - Uniform requirements to be determined by the Dept Heads based on operational needs.
 - Approximate Savings \$34,000

Clothing/Clothing Cleaning Allowance

- ▶ **Current Benefit**
- ▶ Varies by department and type of position. Examples
 - \$40 for Water Plant Operators, \$50 Forestry Laborers, \$100 for Meter Readers
 - \$75 for Property Appraisers, DNS Inspectors, Port maintenance employees, Health Inspectors, Clinic Assistants, etc.
- ▶ **Recommendation**
 - Eliminate
 - Approximate Savings: \$150,000

On Call Pay

- ▶ Current Benefit

- Varies by union group

- ▶ Recommendation

- Employees required by a department to be on call during non-working hours shall be paid \$15 per 24-hour weekday period and \$36 per 24-hour weekend period. If employees are required to be on-call for a period less than 24 hours, the amounts shall be prorated.

Shift Differential

▶ Current Benefit

- 1st shift 7:00 am to 3:00pm
- 2nd shift 3:00 pm to 11:00pm \$.40 per hour
- 3rd shift 11:00 pm to 7:00am \$.45 per hour
- In order to be eligible for 2nd or 3rd shift premiums, employee has to work not less than 4 hours in either the 2nd or 3rd shift. The entire shift will be compensated for at the shift differential rate.

▶ Recommendation

- To be eligible for differential rate of \$.45 employee has to work no less than 4 hours within 6:00pm and 4:00 am.

Disciplinary Grievance Procedure for Unpaid Suspensions

- ▶ Not Required Under Act 10 but recommended as a good HR practice
- ▶ Allows non probationary regularly appointed employees to grieve unpaid suspensions of 1 to 15 days.
- ▶ These suspensions are not subject to the appeals procedures under Wisconsin state statutes and the rules of the Commission.
- ▶ The Procedure is to be administered by DER and will include a final independent review of the circumstances of the grievance and authority to determine if the discipline should be affirmed, reduced or set aside.

Unpaid Educational Leave Policy

▶ Current benefit

- Only available to mgmt employees
- 5 years of service–eligible for 1 mos
- 10 years of service–eligible for 2 mos
- Approval is at the discretion of DH
- City continues to pay for health, dental, and life insurance benefits
- Reinstatement rights to original position
- Cannot be granted to pursue other paid employment

▶ Recommendation

- Expand the benefit to all employees

Accrued time off Donor Program

▶ Current Benefit

- Only available to protective service employees because they did not agree to LTD benefits in bargaining
- Only vacation, 09 days or comptime can be donated when employee suffering from catastrophic illness runs out of paid time off
- General city employees have LTD benefits
- Cap of 2080 donated hours

▶ Recommendation

- Expand Program to all employees
- Provide LTD benefits to ALEASP members

Tuition and Membership Dues Reimbursement Program

▶ **Current benefit**

- Varies by employee group and classification
- The general amount is \$1200 per year and restrictions exists as to usage of funds for certifications, licenses, exams, and professional membership dues

▶ **Recommendation**

- Maintain \$1200 benefit amount for general city
- Allow all non management employees access to 50% of the amount for membership dues reimbursement, licenses, and/or certifications that are related to their job or a reasonable promotional opportunity.
Management and Attorneys are eligible to use the entire amount for such purpose.

Life Insurance

▶ Free Life Insurance– varies by employee group

- Attorneys \$50,000
- Management, elected officials, TEAM \$35,000
- Local 61 \$32,000
- DC 48, NMNR, Nurses, Local 494 \$30,000
- Bldg and Construction Trades \$25,000
- Recommendation
- Create uniform benefit (may result in marginal cost)
- Consider greater alternatives to supplemental insurance at the discretion of the employee

PW FILE NUMBER: 110744

[illegible]



Legislation Details (With Text)

File #: 100876 **Version:** 0

Type: Charter Ordinance **Status:** In Committee

File created: 11/3/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A charter ordinance relating to the annual service retirement allowance for elected officials.

Sponsors: ALD. DUDZIK

Indexes: CITY ATTORNEY, CITY TREASURER, COMMON COUNCIL MEMBERS, COMPTROLLER, RETIREMENT BENEFITS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
7/18/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
7/19/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
7/20/2011	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100876

Version

ORIGINAL

Reference

Sponsor

ALD. DUDZIK

Title

A charter ordinance relating to the annual service retirement allowance for elected officials.

Sections

36-05-1-g am

Analysis

This charter ordinance changes the computation for the annual service retirement allowance for elected officials on or after April 17, 2012. The percentage of final average salary that is multiplied by the number of years of creditable service to determine the annual service retirement allowance is decreased from 2.5% to 2.0% for years of service on or after April 17, 2012.

Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 36-05-1-g of the city charter is amended to read:

36-05. Benefits.

1. SERVICE RETIREMENT ALLOWANCE.

g. Elected Officials. The annual service retirement allowance for elected officials elected to office by vote of the people, except the mayor, shall equal 2.60% of the member's final average salary times the number of years of creditable service accrued as an elected official for years of service prior to 1996 ~~[[and]] >> << 2.50%~~ of the member's final average salary times the number of years of creditable service accrued as an elected official for years of service ~~[[on or after]] >> between << January 1, 1996 >> and April 16, 2012, and 2.0% of the member's final average salary times the number of years of creditable service accrued as an elected official on or after April 17, 2012 << .~~ The annual service retirement for the mayor shall equal 2.60% of the mayor's final average salary times the number of years of creditable service accrued for years of service prior to 1996, and 2.0% of the mayor's final average salary times the number of years of creditable service accrued for years of service on or after January 1, 1996. Service before or after service for elected officials shall be credited at the rate applicable to such service.

Part 2. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless within such 60 days a referendum petition is filed as provided in s. 66.0101(5), Wis. Stats., in which event this ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

Requestor

Drafter

LRB122792-1

MET

11/1/2010

NOTICES SENT TO FOR FILE 100876:

[illegible]



Legislation Details (With Text)

File #: 110418 **Version:** 0
Type: Charter Ordinance **Status:** In Committee
File created: 7/26/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:
Title: A charter ordinance relating to retirement benefits for elected officials.
Sponsors: ALD. MURPHY
Indexes: RETIREMENT BENEFITS, WAGES AND BENEFITS
Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/26/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

110418

Version

ORIGINAL

Reference

71-1754

Sponsor

ALD. MURPHY

Title

A charter ordinance relating to retirement benefits for elected officials.

Sections

36-08-7-c am

Analysis

This charter ordinance establishes that elected officials who are initially elected on or after November 23, 2011, who are not members of the employees' retirement system at the time of their initial election and who elect to become members of the employees' retirement system, shall contribute 7% of their earnable compensation to the employees' retirement system.

Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 36-08-7-c of the charter is amended to read:

36-08. Method of Financing.

7. MEMBER CONTRIBUTIONS

c. Members who are elected officials shall contribute or have contributed on their behalf 7% of the [[~~member's~~]] >>members'<< earnable compensation, and in respect to such members subsequent to and commencing with the 1st pay period of 1971 the city shall contribute 7% of earnable

compensation. >>Notwithstanding the forgoing, elected officials who are initially elected on or after November 23, 2011, who are not members of the employees' retirement system at the time of their initial election and who elect to become members of the employees' retirement system, shall contribute 7% of their earnable compensation.<<

Part 2. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless within such 60 days a referendum petition is filed as provided in s. 66.0101(5), Wis. Stats., in which event this ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

Requestor

Department of Employee Relations

Drafter

LRB131345-1

Mary E. Turk

7/18/2011

PW FILE NUMBER: 110418

[illegible]



Legislation Details (With Text)

File #: 110779 **Version:** 0

Type: Charter Ordinance **Status:** In Committee

File created: 9/27/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A charter ordinance precluding employees' retirement system enrollment to persons already receiving an employees' retirement system retirement allowance.

Sponsors: ALD. MURPHY

Indexes: EMPLOYES RETIREMENT SYSTEM, RETIREMENT BENEFITS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/27/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110779
Version
ORIGINAL
Reference

Sponsor
ALD. MURPHY
Title

A charter ordinance precluding employees' retirement system enrollment to persons already receiving an employees' retirement system retirement allowance.

Requestor

Drafter
Mary E. Turk
9/27/11
LRB134102-1

..Number
110779
..Version
SUBSTITUTE 1
..Reference

..Sponsor
ALD. MURPHY
..Title

A substitute charter ordinance precluding an employees' retirement system enrollment to persons already receiving an employees' retirement system retirement allowance.

..Sections
36-03-6-g cr
..Analysis

This ordinance establishes that a person receiving a retirement allowance from the employees' retirement system may not become a member of the system again for the purposes of earning additional benefits.

..Body
The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 36-03-6-g of the charter is created to read:

36-03. Membership.

6. WHO NOT TO BECOME MEMBERS.

>>g. Persons who are receiving a retirement allowance under any provision of this chapter.<<

Part 2. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless within such 60 days a referendum petition is filed as provided in s. 66.0101(5), Wis. Stats., in which event this ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

..LRB
APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

..Attorney
IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

..Requestor

..Drafter

LRB134102

Mary E. Turk

10/4/11

PW FILE NUMBER: 110779

[illegible]



Legislation Details (With Text)

File #: 110721 **Version:** 0

Type: Communication **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Wisconsin Department of Revenue relating to the Estimate 2012 Shared Revenue and Expenditure Restraint.

Sponsors: THE CHAIR

Indexes: BUDGET, WISCONSIN DEPARTMENT OF REVENUE

Attachments: Communication Dated September 15, 2011, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

110721

Version

Original

Reference

Sponsor

THE CHAIR

Title

Communication from the Wisconsin Department of Revenue relating to the Estimate 2012 Shared Revenue and Expenditure Restraint.

Drafter

dkf

9/16/11

Wisconsin Department of Revenue
Estimated 2012 Shared Revenue and Expenditure Restraint Payments

CITY OF MILWAUKEE

September 15, 2011

2011 SEP 16 AM 11:47

RONALD D. LEONHARDT
CITY CLERK

RONALD D LEONHARDT
CITY OF MILWAUKEE
200 E WELLS ST RM #205
MILWAUKEE WI 53202-3515

Municipality MILWAUKEE
County of MILWAUKEE
County Code 40
Municipal Code 251

Dear Clerk:

We estimate that your governmental unit will receive \$ 226,373,904 in total shared revenue and expenditure restraint payments in 2012 under current state law.

Your 2012 shared revenues will consist of two components: a base shared revenue payment and the utility payment. New for 2012 is a \$76,750,000.00 reduction in base shared revenue payments for municipalities and counties.

You will receive your 2012 state aid in two payments. Your July 23rd payment will be 15% of line 5 below plus all of line 6. You will receive the balance of your 2012 aid payments on November 19th.

COMPONENTS OF OUR 2012 ESTIMATE

1. Base Shared Revenue Payment	\$ 227,275,131
2. Base Shared Revenue Reduction Amount	\$ 9,784,134
3. Adjusted Base Shared Revenue Payment	\$ 217,490,997
4. Utility Payment	\$ 566,743
5. Total Shared Revenues (sum of lines 3 and 4)	\$ 218,057,740
6. Expenditure Restraint Program Payment	\$ 8,316,164
7. Total Estimated 2012 Payments (sum of lines 5 and 6)	\$ 226,373,904

If you have any questions about this estimate, please contact
Sue Ann Nelson, Dept. of Revenue P.O. Box 8971 Madison WI 53708
Telephone: 608-266-8618
E-mail: sue.nelson@revenue.wi.gov

Daniel A. Davis, Director, Bureau of Property Tax

PW FILE NUMBER: 110721

[illegible]



Legislation Details (With Text)

File #: 110667 **Version:** 0

Type: Communication **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Office of the Comptroller transmitting the 2010 Inventory Reserve Report for the year ended December 31, 2010.

Sponsors: THE CHAIR

Indexes: COMPTROLLER, REPORTS AND STUDIES, TAX STABILIZATION FUND

Attachments: Cover Letter, Report, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110667
Version
ORIGINAL
Reference

Sponsor

Title
Communication from the Office of the Comptroller transmitting the 2010 Inventory Reserve Report for the year ended December 31, 2010.
Drafter
Office of the Comptroller
BL
09/08/11

September 8, 2011

The Honorable Common Council
City of Milwaukee
City Hall – Room 205
Milwaukee, WI 53202

RE: Inventory Reserve Report

Dear Council Members:

Section 304-29-4-f of the Milwaukee Code requires that the Comptroller provide the Common Council with a separate report of adjustments for inventory reserve made to the Reserve for Tax Stabilization. Attached is a copy of the *Schedule of Inventory Balances and Adjustments to the Inventory Reserve and Reserve for Tax Stabilization* for fiscal year end 2010.

Inventory items are purchased and retained as assets of the City of Milwaukee. Since inventory items are not recorded as expenditures of the City until they are used by an operating department they are reserved and segregated as a portion of the Tax Stabilization Balance.

The attached schedule details returns (decreases in inventory) and withdrawals (increases in inventory) from the Reserve for Tax Stabilization for the individual inventory accounts. This schedule indicates a net withdrawal from the Reserve for Tax Stabilization of \$393,769.40 for the year 2010.

This office will gladly assist with any general questions regarding this schedule; however, detailed questions pertaining to individual balances may be better directed to appropriate departments.

Respectfully submitted,

W. MARTIN MORICS
Comptroller

WMM:BL:

Attachments (2)

- Communication Resolution
- Schedule of Inventory Balances

File: 10 inventory report to council

City of Milwaukee

General Fund 0001

Schedule of Inventory Balances
and Adjustments to the Inventory Reserve
and Reserve for Tax Stabilization

Inventory Account	Account Description	Reserve/Inventory	Reserve/Inventory	DR/(CR) Reserve for Inventory
		Balance 01/01/10	Balance 12/31/10	
141101	DPW-Infrastructure Electrical Service	3,624,673.76	3,605,499.00	19,174.76
141103	DPW-Tower Facility Warehouse	43,615.61	50,619.55	(7,003.94)
141111	DOA-MPR Paper	82,718.37	84,307.85	(1,589.48)
141113	DPW-Fleet Warehouse 5450	1,159,222.92	1,165,090.73	(5,867.81)
141114	DPW-Sanitation Salt Inventory	1,890,358.97	2,288,841.90	(398,482.93)
		\$6,800,589.63	\$7,194,359.03	(\$393,769.40)

Office of the Comptroller:

WMM: BL:

09-08-11

PW FILE NUMBER: 110667

[illegible]



Legislation Details (With Text)

File #: 110719 **Version:** 0

Type: Communication **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Office of the Comptroller transmitting the 2010 Accounts Receivable Activity Report for the year ended December 31, 2010.

Sponsors: THE CHAIR

Indexes: BUDGET, COMPTROLLER, REPORTS AND STUDIES

Attachments: Cover Letter, Report, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110719
Version
Original
Reference

Sponsor
THE CHAIR
Title

Communication from the Office of the Comptroller transmitting the 2010 Accounts Receivable Activity Report for the year ended December 31, 2010.

Drafter
Office of the Comptroller
PN
09/01/10



Office of the Comptroller
September 12, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

To the Honorable, The Common Council
City of Milwaukee

Dear Council Members:

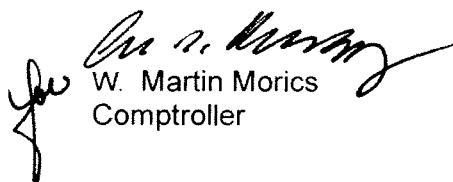
Re: Annual Accounts Receivable
Activity Report

Pursuant to Charter Ordinance 304 3.3., attached is the 2010 report of miscellaneous accounts receivable activity by department. Page one of the report recaps activity during 2010 for prior year's billings still outstanding at the beginning of the year. Page two recaps all current year (2010) activity.

During 2010 departments issued 4,541 invoices for a total of \$21,103,565.96. The report reflects \$7,627,053.69 of receivables outstanding at December 31, 2010. Of this amount, \$4,989,847.85 represents the balance of current year billings outstanding and \$2,637,205.84 represents the balance from all prior years' activity.

The Police Department's prior year balances consist of 1998 and prior year's ambulance billings to Milwaukee County. Negotiations are still in process.

Very truly yours,


W. Martin Morics
Comptroller

WMM: PN

REF: Accounts Receivable
Common Council Letter 2010

CITY OF MILWAUKEE - OFFICE OF THE COMPTROLLER
MISCELLANEOUS ACCOUNTS RECEIVABLE ACTIVITY

For 2009 and Prior Years

For the Year Ended December 31, 2010

DEPARTMENT	Prior Balance 1/1/2010	Cancelled Uncollectible	Billing Adjustments	Adjusted Balance	Amounts Paid	Balance 12/31/2010
City Clerk	\$ 405.00	\$ -	\$ -	\$ 405.00	\$ 150.00	\$ 255.00
City Attorney	37,881.84	-	112.44	37,769.40	37,769.40	-
City Development	297,427.83	-	-	297,427.83	-	297,427.83
Comptroller	192,940.61	-	-	192,940.61	93,202.95	99,737.66
DER - Employee Benefits	5,824,553.16	-	-	5,824,553.16	5,824,528.16	25.00
DER - Personnel	50,581.54	-	-	50,581.54	-	50,581.54
DOA - Information Systems	94,207.70	-	-	94,207.70	94,207.70	-
DOA - Standards & Procurement	-	-	-	-	-	-
DOA - Intergovernmental Relations Division	-	-	-	-	-	-
DOA - Administration	-	-	-	-	-	-
Fire Department	91,684.35	-	-	91,684.35	40,659.34	51,025.01
Health Department	101,253.50	-	6,362.00	94,891.50	30,580.13	64,311.37
Library	-	-	-	-	-	-
Police Department	1,640,437.28	-	-	1,640,437.28	-	1,640,437.28
Port of Milwaukee	993,790.69	-	-	993,790.69	861,431.72	132,358.97
DPW - ADMIN	2,054,910.21	274,797.80	71,882.20	1,708,230.21	1,407,184.03	301,046.18
Treasurer	14,853.66	-	-	14,853.66	14,853.66	-
DPW - Parking	-	-	-	-	-	-
TOTALS	\$ 11,394,927.37	\$ 274,797.80	\$ 78,356.64	\$ 11,041,772.93	\$ 8,404,567.09	\$ 2,637,205.84

CITY OF MILWAUKEE - OFFICE OF THE COMPTROLLER
MISCELLANEOUS ACCOUNTS RECEIVABLE ACTIVITY

For the Current Year (2010)

For the Year Ended December 31, 2010

DEPARTMENT	Invoices Issued	Amounts Billed	Cancelled Uncollectible	Billing Adjustments	Adjusted Balance	Amounts Paid	Balance 12/31/10	Total Balance Including Prior Years 12/31/10
City Clerk	38	\$ 165,318.09	\$ -	\$ 36,410.97	\$ 128,907.12	\$ 128,427.12	\$ 480.00	\$ 735.00
City Attorney	17	459,148.84	-	83,617.59	375,531.25	292,876.45	82,654.80	82,654.80
City Development	-	-	-	-	-	-	-	297,427.83
Comptroller	48	1,437,408.80	-	-	1,437,408.80	1,314,796.08	122,612.72	222,350.38
DER - Employee Benefits	76	9,214,799.27	-	-	9,214,799.27	7,103,831.65	2,110,967.62	2,110,992.62
DER - Personnel	-	-	-	-	-	-	-	50,581.54
DOA - Information Systems	21	200,241.03	-	6,726.27	193,514.76	171,361.73	22,153.03	22,153.03
DOA - Standards & Procurement	-	-	-	-	-	-	-	-
DOA - Intergovernmental	-	-	-	-	-	-	-	-
Relations Division	-	-	-	-	-	-	-	-
DOA - Administration	-	-	-	-	-	-	-	-
Fire Department	5	104,492.83	-	-	104,492.83	95,850.00	8,642.83	59,667.84
Health Department	812	184,156.50	-	13,847.50	170,309.00	133,479.00	36,830.00	101,141.37
Library	-	-	-	-	-	-	-	-
Police Department	39	21,459.57	-	-	21,459.57	21,459.57	-	1,640,437.28
Port of Milwaukee	758	5,361,410.97	-	14,141.45	5,347,269.52	4,523,012.18	824,257.34	956,616.31
DPW - Admin	2,665	3,290,164.60	113,070.11	10,977.12	3,166,117.37	1,694,565.18	1,471,552.19	1,772,598.37
Treasurer	6	16,411.40	-	-	16,411.40	-	16,411.40	16,411.40
DPW - Parking	56	648,554.06	-	-	648,554.06	355,268.14	293,285.92	293,285.92
Totals	4,541	\$ 21,103,565.96	\$ 113,070.11	\$ 165,720.90	\$ 20,824,774.95	\$ 15,834,927.10	\$ 4,989,847.85	\$ 7,627,053.69

Total Amts paid
prior and current

128,577.12
330,645.85
-
1,407,999.03
12,928,359.81
-
265,569.43
-
-
-
-
136,509.34
164,059.13
-
21,459.57
5,384,443.90
3,101,749.21
14,853.66
355,268.14
-
24,239,494.19

PW FILE NUMBER: 110719

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Legislation Details (With Text)

File #: 110736 **Version:** 0

Type: Communication-Report **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Comptroller's Office relating to the City of Milwaukee Comparative Revenue and Expenditure Report.

Sponsors: THE CHAIR

Indexes: COMPTROLLER, REPORTS AND STUDIES

Attachments: Cover Letter.pdf, Report.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110736
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Communication from the Comptroller's Office relating to the City of Milwaukee Comparative Revenue and Expenditure Report.
Analysis

Body

Requestor

Drafter
Comptroller
tb
9/20/2011



Office of the Comptroller

September 19, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

The Honorable Mayor Tom Barrett
And Members of the Milwaukee Common Council
City of Milwaukee
200 E. Wells Street
Milwaukee, WI 53202

Dear Mayor Barrett and Council Members:


The attached *Comparative Revenue and Expenditure Report* is an analysis of the City of Milwaukee and nine other comparable cities' audited financial data. This report also includes data from the US Census Bureau's *2007 Census of Governments - State and Local Government Finances*. Like other cities, the City of Milwaukee provides a variety of services to its citizens, businesses, and visitors. The fact cannot be ignored that we are in a competitive business with other peer cities. The market basket of services we provide our citizens and how these services are funded can and should be compared to our competition as one measure of how effectively we are doing our jobs.

The report compares, on a per capita basis, the City of Milwaukee's revenue sources with nine similar cities to Milwaukee. An analysis is also included on the revenue structure of Wisconsin's State and local governments with the per capita averages of all US State and local governments. The report also groups City of Milwaukee's expenditures by several functional classifications compared to other peer cities.

In addition to the revenue and expenditure comparison, the report contains a section on City of Milwaukee Capital Replacement Cycles. Local street, alley, bridge and sewer infrastructure categories are included in this section of the report.

I encourage you to contact me with any suggestions or comments that would be helpful in preparing this report in future years.

Very truly yours,


for W. MARTIN MORICS
Comptroller

WMM:CDK:tb

City of Milwaukee

Comparative Revenue and Expenditure Report



W. Martin Morics
Comptroller

2011

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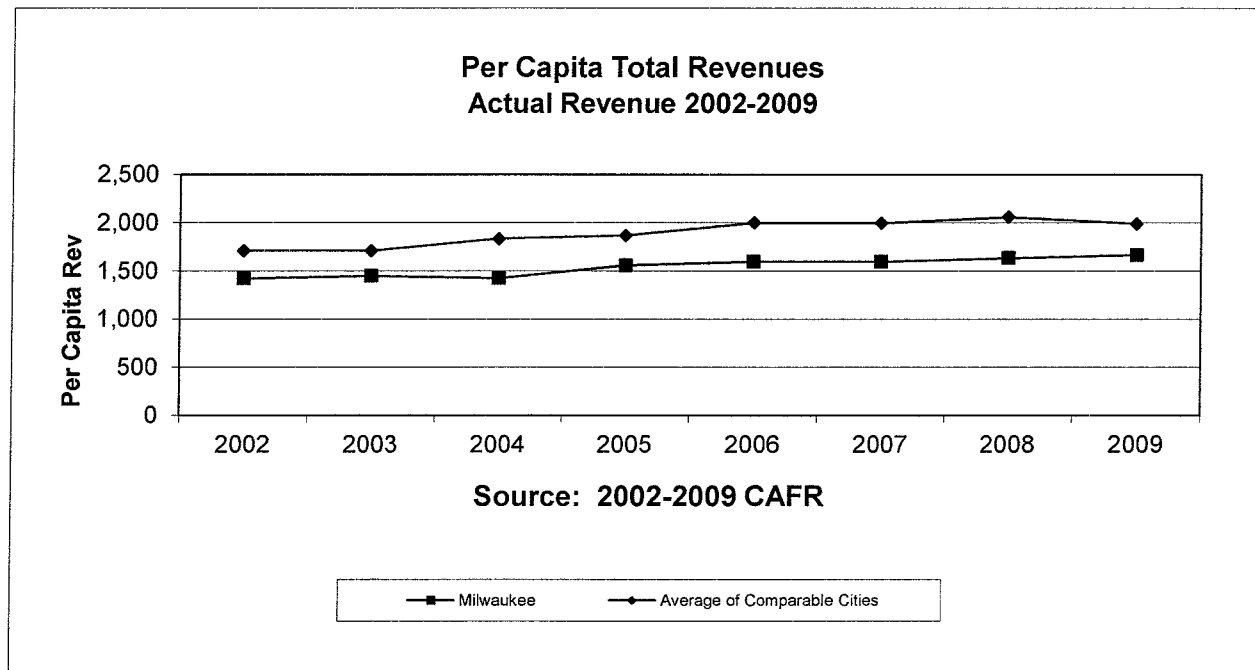
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I. Introduction

The discussion over whether taxes are too high often centers on the level of taxation, with little discussion or analysis of the service levels being provided, and how much these services should cost. When confronted with diminishing resources and increasing costs, the basic but difficult question is: What to cut? In other words, the decision to limit property taxes is not the tough decision. The tough decision is which services should be reduced or eliminated, and how to pay for the services that remain.

Thus the concept for this report was born. There is much information available on what we as a city spend, but little organized information as to how that compares to our peers. After all, if taxes are too high, someone should be prepared to ask “relative to what?” This report attempts to provide some important facts for the reader’s consideration. The data presented in this report deals only with City government revenues and expenditures. The funding and cost of public schools, county government, vocational school and sewerage district services are outside the scope of this report.

In this sixth edition of the Comparative Revenue and Expenditure Report, trends continue to emerge. One trend is that the revenue stream for the City of Milwaukee continues to lag the revenue stream of its peer cities. The chart below indicates the variance between various sources of revenue for Milwaukee versus its peer cities.*



*This chart and the remaining charts in this report refer only to the City of Milwaukee municipal corporation, excluding other local governments (Milwaukee Public Schools, Milwaukee County, Milwaukee Metropolitan Sewerage District, and Milwaukee Area Technical College) taxing Milwaukee city residents. Comparison cities likewise exclude overlapping local governments.

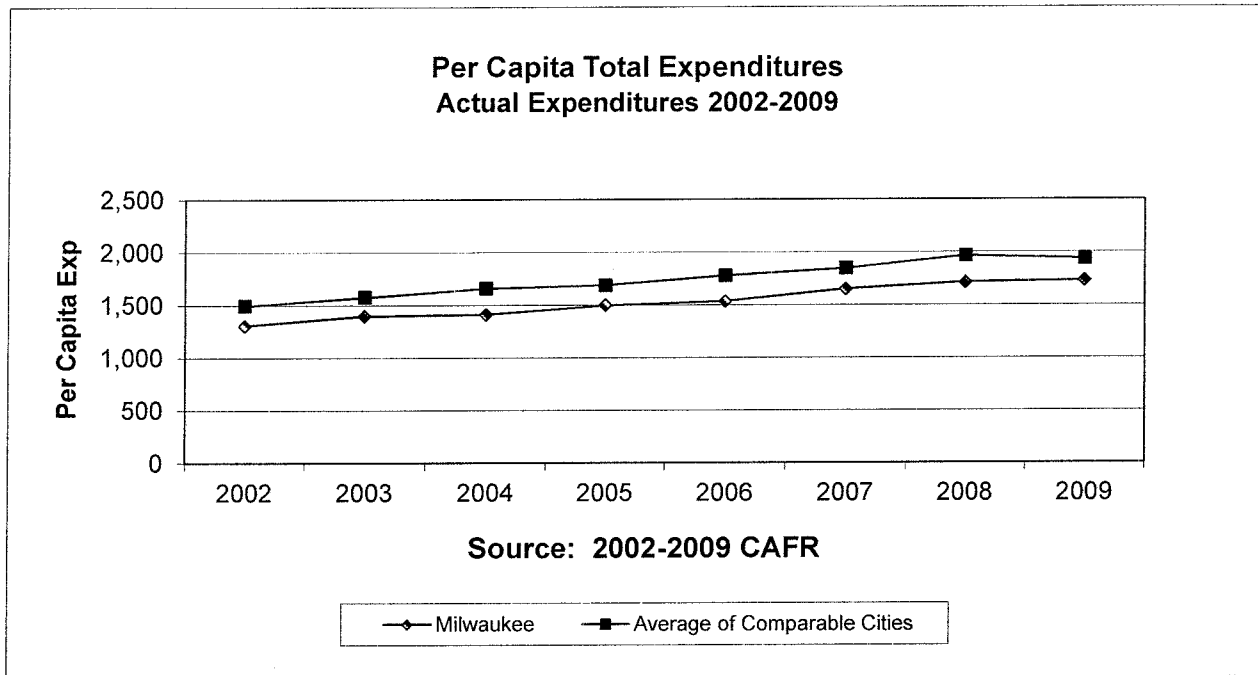
With respect to local taxes, the City of Milwaukee continues to rank at the bottom of the list among its peer cities. As the chart below illustrates, the City of Milwaukee receives the lowest amount of local taxes when all taxes (property, sales, income, and other) are taken into consideration. In fact, the City of Milwaukee's 2009 per capita local taxes are approximately 42% lower than the ten city comparable average. This is mainly due to the City of Milwaukee receiving a relatively large portion of revenue from State aids, and continuing to spend less per capita than the average of comparable cities.

2009 Per Capita Revenues		
Local Taxes		
	Amount	Prior Year Ranking
Cincinnati, OH	\$ 1,250	1
Pittsburgh, PA	1,061	2
Oklahoma City, OK	911	7
Charlotte, NC	888	4
Portland, OR	821	5
Cleveland, OH	819	6
Columbus, OH	809	3
Toledo, OH	511	8
Sacramento, CA	472	9
Milwaukee, WI	467	10
Average of 10 Comparable Cities	\$ 801	
Source: 2009 CAFR		

Sales and use taxes, local income taxes, business taxes, and entertainment taxes are all part of the revenue mix to one degree or another in the peer cities to which Milwaukee is compared. These are real and substantial taxes but taxpayers aren't as "tuned in" to them as they are to the property tax bill.

In the 2004 Report (2002 Comprehensive Annual Financial Report data), local taxes and governmental aids for the City of Milwaukee were 13% less than the comparable city average. For the 2011 Report (2009 CAFR data) that difference is approximately 11%. Charges for services by the City of Milwaukee continue to be nearly one-third below the average charges of its comparable municipal governments.

With respect to expenditures, the news is similar. As the graph on the following page illustrates, spending in the City of Milwaukee has lagged the average per capita spending of the comparable cities for the past eight years.



Audited comprehensive annual financial reports (CAFR) for Milwaukee and the nine comparable communities for calendar year 2009 or fiscal year 2009/2010 were used to compile this report. The report's methodology is further explained on page 27.

II. Revenue Sources

In recent years, there has been an ongoing discussion in the Wisconsin Legislature regarding the reduction of State aids to local governments and the need to control local property taxes at the State level. Unlike most other states, Wisconsin's tax system was designed to assess all sales and income taxes at the state level and redistribute these tax collections back to local governments. The result of this tax structure is a limited ability to raise revenues at the local level.

In total, locally generated municipal tax revenues in Milwaukee are much lower than those raised in comparable cities. This is due to the fact that the State of Wisconsin prohibits local governments from assessing local sales and income taxes except as specifically authorized by State legislation. These sales taxes are quite limited in scope, including sales taxes imposed for specifically legislated premier resort area tax districts or sports stadium districts. For local governments in Wisconsin, the property tax is the only significant, on-going source of tax revenue. This means that State aids are a critical component of the City of Milwaukee's revenue structure, given its limited local revenue options.

2009 Per Capita Municipal Revenues

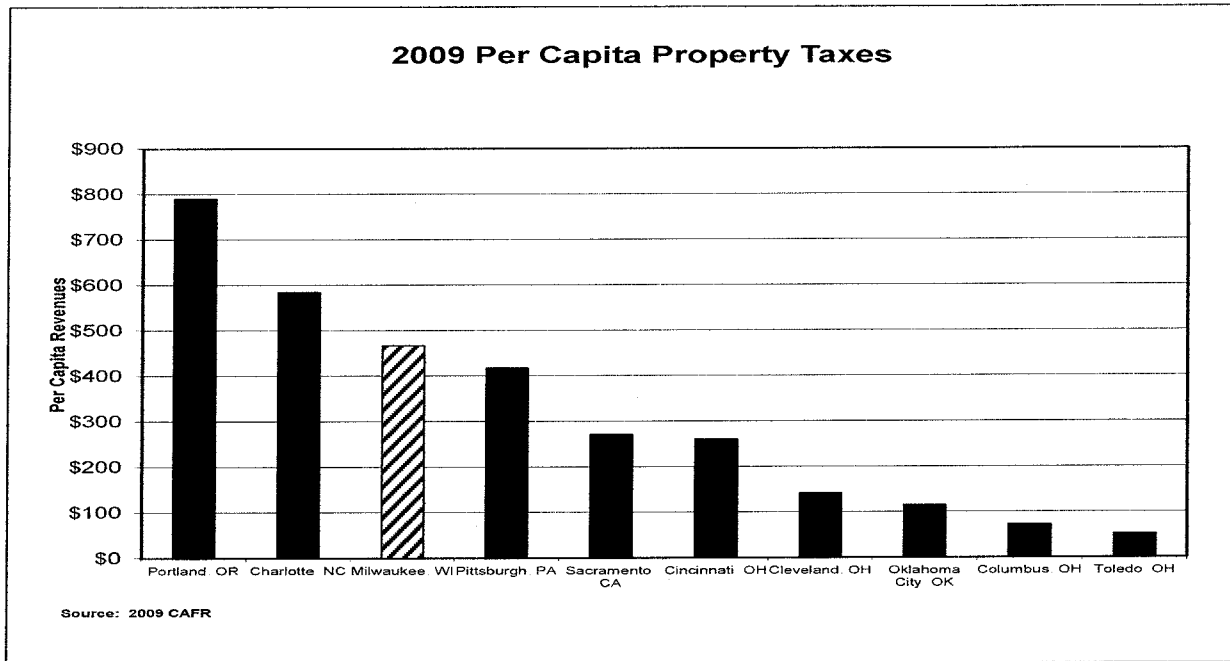
	City of Milwaukee	Average of Comparable Cities	Variance Milwaukee versus Comparable City Average	
Property Taxes	\$467	\$317	\$150	47%
Other Local Taxes	0	484	(484)	
Total Local Taxes	\$467	\$801	(\$334)	-42%
Intergovernmental Aids	\$593	\$390	\$203	52%
Total Local Taxes and Aids	1,060	1,191	(131)	-11%
Charges for Services	525	736	(211)	-29%
Other Revenues	82	65	17	26%
Total	\$1,667	\$1,992	(\$325)	-16%

Source: 2009 CAFR

Total local per capita taxes in Milwaukee are 42% less than the average of comparable cities. City of Milwaukee per capita local taxes combined with intergovernmental aids is 11% lower than the peer city average. Total per capita revenue for the City of Milwaukee is \$1,667, which is 16% less than the per capita total revenue of comparable cities.

A. Property Taxes

The City of Milwaukee's only local tax is the property tax. Milwaukee's municipal property tax per capita is \$467, which is 47% higher than the peer city average. Since the City of Milwaukee cannot assess a local sales tax or a local income tax, it relies solely on the property tax for all of its local tax revenue.



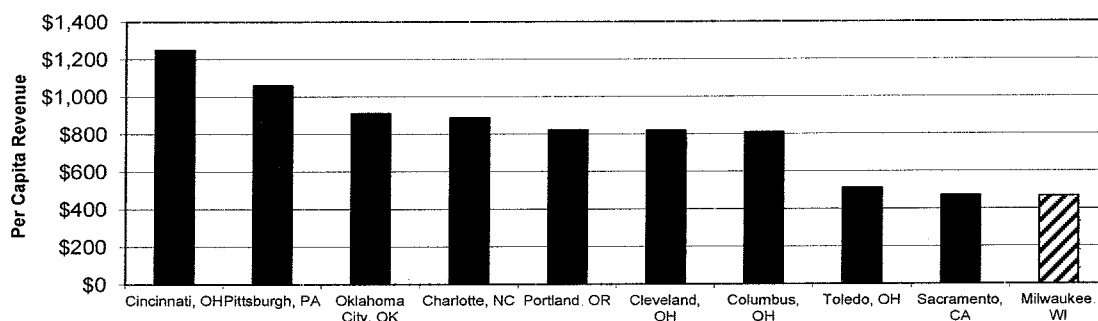
2009 Per Capita Revenues Property Taxes		
	Amount	Prior Year Ranking
Portland, OR	\$ 790	1
Charlotte, NC	584	2
Milwaukee, WI	467	3
Pittsburgh, PA	417	4
Sacramento, CA	271	5
Cincinnati, OH	260	6
Cleveland, OH	141	7
Oklahoma City, OK	115	8
Columbus, OH	72	9
Toledo, OH	52	10
Average of 10 Comparable Cities	\$ 317	

Source: 2009 CAFR

B. Local Taxes

Local taxes include property, utility, sales and income taxes generated at the municipal level, as well as other taxes. The only tax the City of Milwaukee can levy is the property tax. All of the nine peer cities included in this report have one or more additional local tax options available. As a result, when all available local taxes are considered, Milwaukee ranks last in per capita local taxes. Milwaukee collects \$467 per capita in total local taxes, which is 42% lower than the average of comparable cities.

2009 Per Capita Total Local Taxes



Source: 2009 CAFR

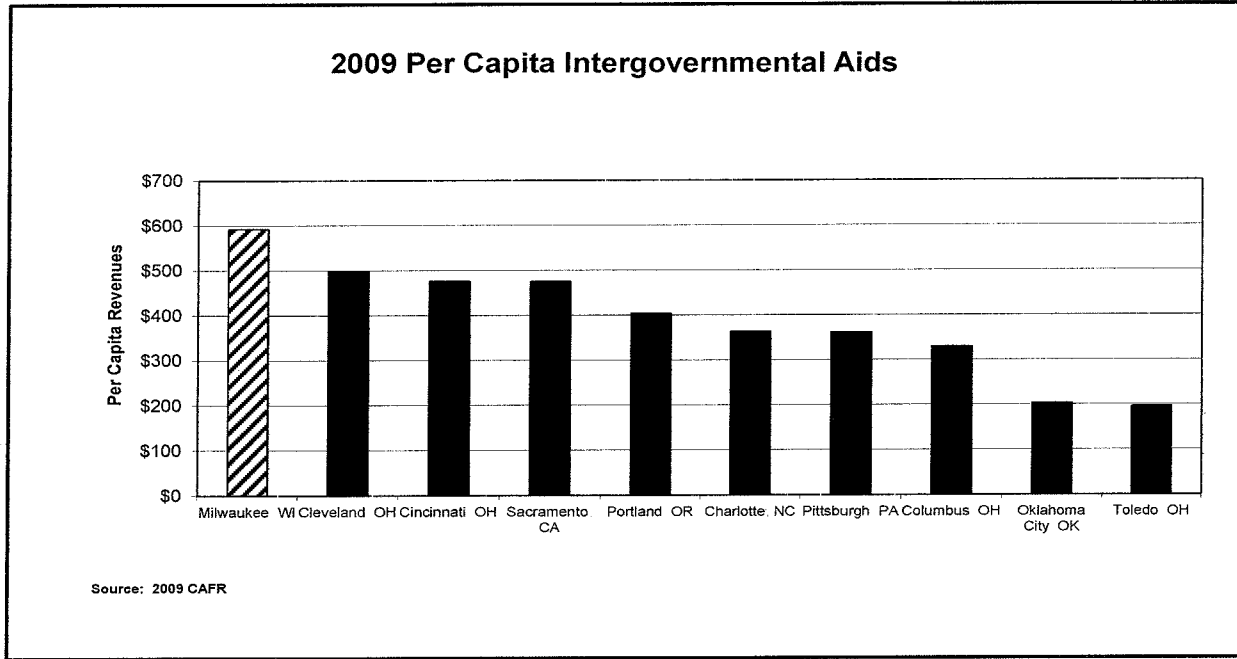
**2009 Per Capita Revenues
Local Taxes**

	Amount	Prior Year Ranking
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Oklahoma City, OK	911	7
Charlotte, NC	888	4
Portland, OR	821	5
Cleveland, OH	819	6
Columbus, OH	809	3
Toledo, OH	511	8
Sacramento, CA	472	9
Milwaukee, WI	467	10
Average of 10 Comparable Cities	\$ 801	

Source: 2009 CAFR

C. Intergovernmental Aids

In Wisconsin, municipalities do not have the ability to institute sales or income taxes. Instead, the Wisconsin tax system was designed for these taxes to be assessed and collected by the State, with a portion redistributed back to municipalities in the form of State Shared Revenue payments. This is the primary reason why Milwaukee ranks first in funding from intergovernmental revenues, 52% higher than the average of comparable cities. However, the dollar amount available to the City of Milwaukee has declined over the years.

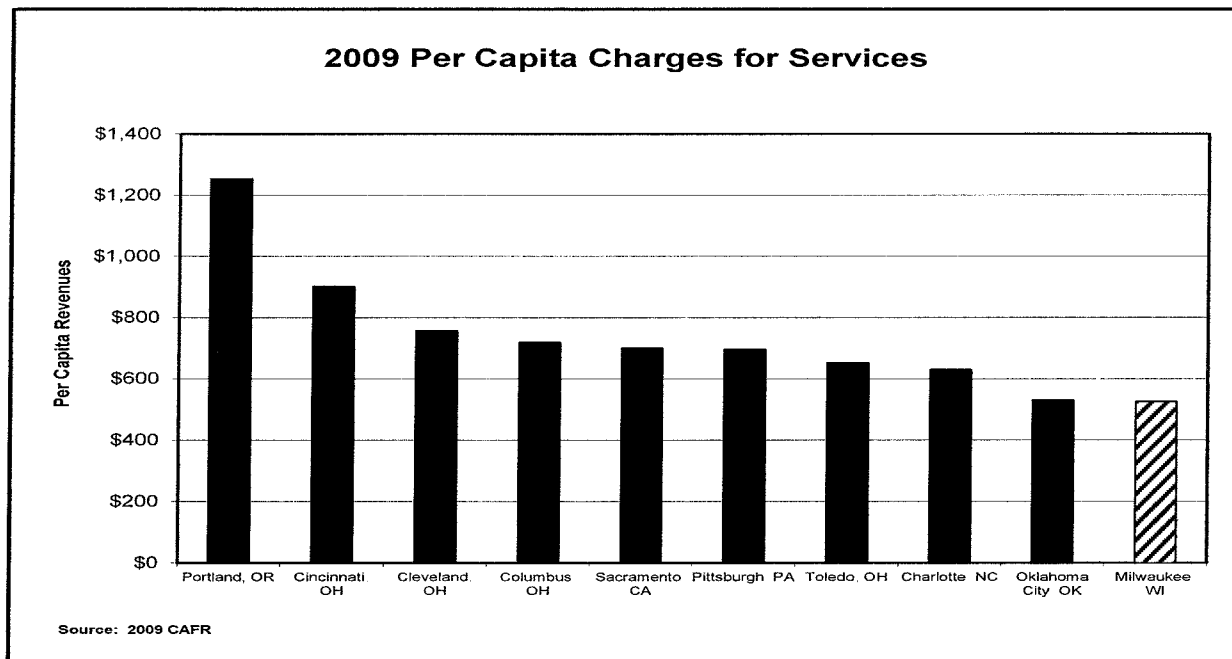


2009 Per Capita Revenues Intergovernmental Aids		
	Amount	Prior Year Ranking
Milwaukee, WI	\$ 593	2
Cleveland, OH	498	4
Cincinnati, OH	476	5
Sacramento, CA	475	3
Portland, OR	404	9
Charlotte, NC	363	1
Pittsburgh, PA	361	7
Columbus, OH	329	6
Oklahoma City, OK	203	8
Toledo, OH	196	10
Average of 10 Comparable Cities	\$ 390	

Source: 2009 CAFR

D. Charges for Services

The City of Milwaukee's efforts to control the growth in property taxes and accommodate decreasing State aid has resulted in a need to look for alternative sources of revenue. In recent years the City has adopted a variety of user charges to provide local revenue alternatives to the property tax. These recently enacted revenue changes notwithstanding, Milwaukee's \$525 per capita charges for services is 29% less than the average of comparable cities.



2009 Per Capita Revenues Charges for Services		
	Amount	Prior Year Ranking
Portland, OR	\$ 1,254	1
Cincinnati, OH	902	2
Cleveland, OH	757	3
Columbus, OH	719	4
Sacramento, CA	700	5
Pittsburgh, PA	696	6
Toledo, OH	652	7
Charlotte, NC	630	8
Oklahoma City, OK	530	10
Milwaukee, WI	525	9
Average of 10 Comparable Cities	\$ 736	

Source: 2009 CAFR

III. Expenditures by Purpose

Like its peer cities, the City of Milwaukee provides a variety of services to its citizens, businesses, and visitors. City services are critical to supporting a quality of life in Milwaukee which meets basic citizen needs and expectations. Maintaining City service sufficient to provide for a safe, clean environment is critical to the long term vitality of a city.

2009 Per Capita Expenditures by Purpose				
	City of Milwaukee	Average of Comparable Cities	Variance Milwaukee versus Comparable City Average	
Public Safety	\$725	\$697	\$28	4%
Public Works	638	738	(100)	-14%
General Government	143	154	(11)	-7%
Conservation and Development *	90	136	(46)	-34%
Interest Expenses	41	69	(28)	-41%
Culture and Recreation	49	104	(55)	-53%
Health **	46	40	6	15%
Total Expenditures	\$1,732	\$1,938	(\$206)	-11%

* Nine cities including the City of Milwaukee report Conservation & Development expenditures.
 **Five cities including the City of Milwaukee report health expenditures.
 Source: 2009 CAFR

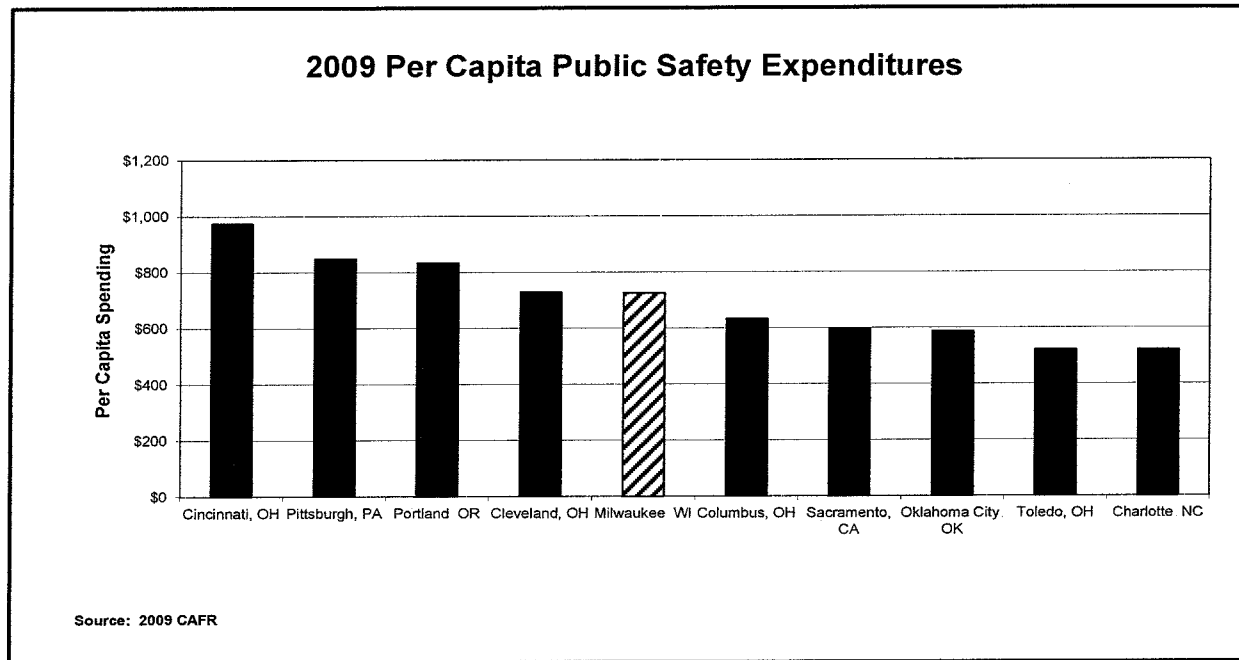
Total expenditures in 2009 for the City of Milwaukee are \$1,732 per capita. This is 11% less than the \$1,938 ten-city per capita average. Milwaukee spends less per capita than the average of comparable cities in all categories except for Health Services and Public Safety. Milwaukee's lower than average per capita expenditures range from 7% less in the General Government category to 53% less in the Culture and Recreation category. Milwaukee's per capita spending is 4% higher than the comparable cities' average in the Public Safety category, and 15% above the per capita average in the Health Services category.

2009 Per Capita Expenditures		
Total Expenditures		
	Amount	Prior Year Ranking
Portland, OR	\$ 2,679	1
Cincinnati, OH	2,670	2
Cleveland, OH	2,199	3
Pittsburgh, PA	2,178	4
Columbus, OH	1,790	5
Milwaukee, WI	1,732	7
Sacramento, CA	1,670	6
Charlotte, NC	1,669	8
Oklahoma City, OK	1,453	10
Toledo, OH	1,341	9
Average of 10 Comparable Cities	\$ 1,938	

Source: 2009 CAFR

A. Public Safety

Public safety services protect people and property within a city. These services are essential to the health, safety, and well-being of city residents. Public safety includes police, fire, and building inspection services. Milwaukee spends \$725 per capita on Public Safety, which is 4% higher than the comparable cities' per capita average.



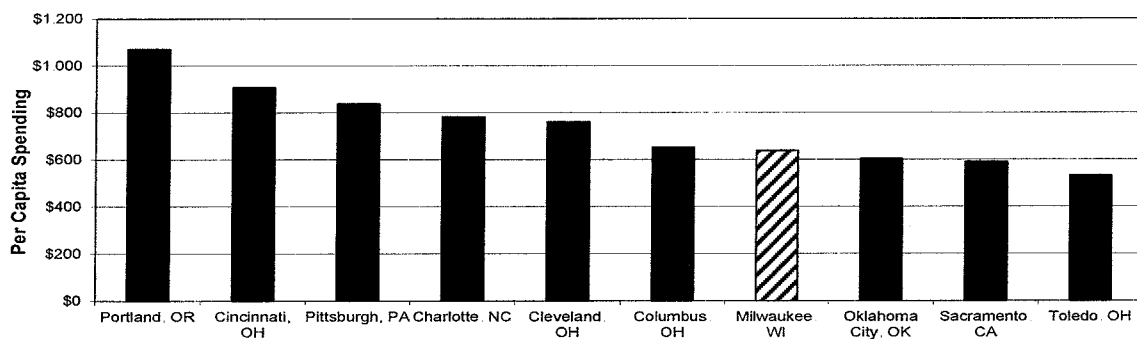
2009 Per Capita Expenditures Public Safety		
	Amount	Prior Year Ranking
Cincinnati, OH	\$ 974	1
Pittsburgh, PA	849	4
Portland, OR	834	2
Cleveland, OH	729	3
Milwaukee, WI	725	5
Columbus, OH	633	6
Sacramento, CA	598	7
Oklahoma City, OK	587	8
Toledo, OH	521	9
Charlotte, NC	521	10
Average of 10 Comparable Cities	\$ 697	

Source: 2009 CAFR

B. Public Works

An efficient and well-maintained infrastructure is important to the economic vitality and attractiveness of a city. Maintaining safe and efficient sewers, streets, and other public ways furnish residents with access to employment, goods and services, while also providing businesses with an effective way to transport their products to customers. Milwaukee spends \$638 per capita, approximately 14% less, than the average of comparable cities on streets, sewers, and other public works' expenditures.

2009 Per Capita Public Works Expenditures



Source: 2009 CAFR

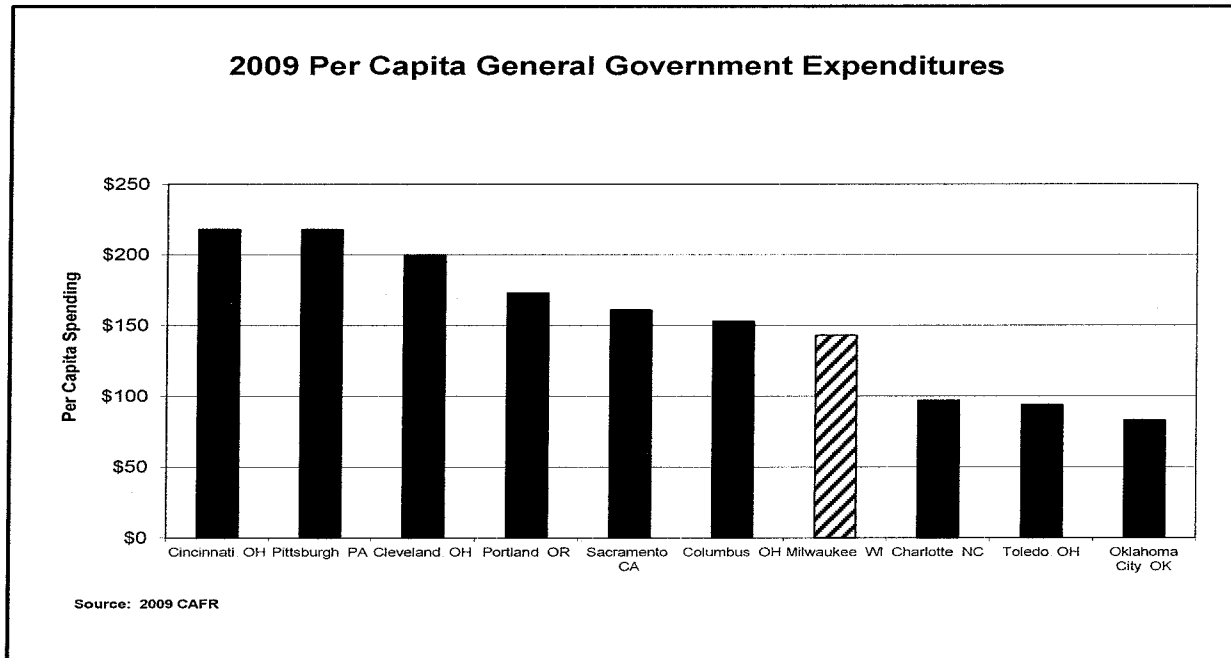
**2009 Per Capita Expenditures
Public Works**

	Amount	Prior Year Ranking
Portland, OR	\$ 1,071	1
Cincinnati, OH	907	2
Pittsburgh, PA	838	3
Charlotte, NC	782	4
Cleveland, OH	761	5
Columbus, OH	653	6
Milwaukee, WI	638	8
Oklahoma City, OK	603	9
Sacramento, CA	591	7
Toledo, OH	532	10
Average of 10 Comparable Cities	\$ 738	

Source: 2009 CAFR

C. General Government

General government and administration costs are necessary for the operation of any organization. Milwaukee's general government and administration costs are comparable to those of its peer cities. These include expenditures for the Mayor's Office, Common Council, Municipal Court, legal and financial services, elections, property assessments, employee relations, and other city management overhead. Milwaukee spends \$143 per capita, which is approximately 7% less, than the average of comparable cities on general government or administrative functions.

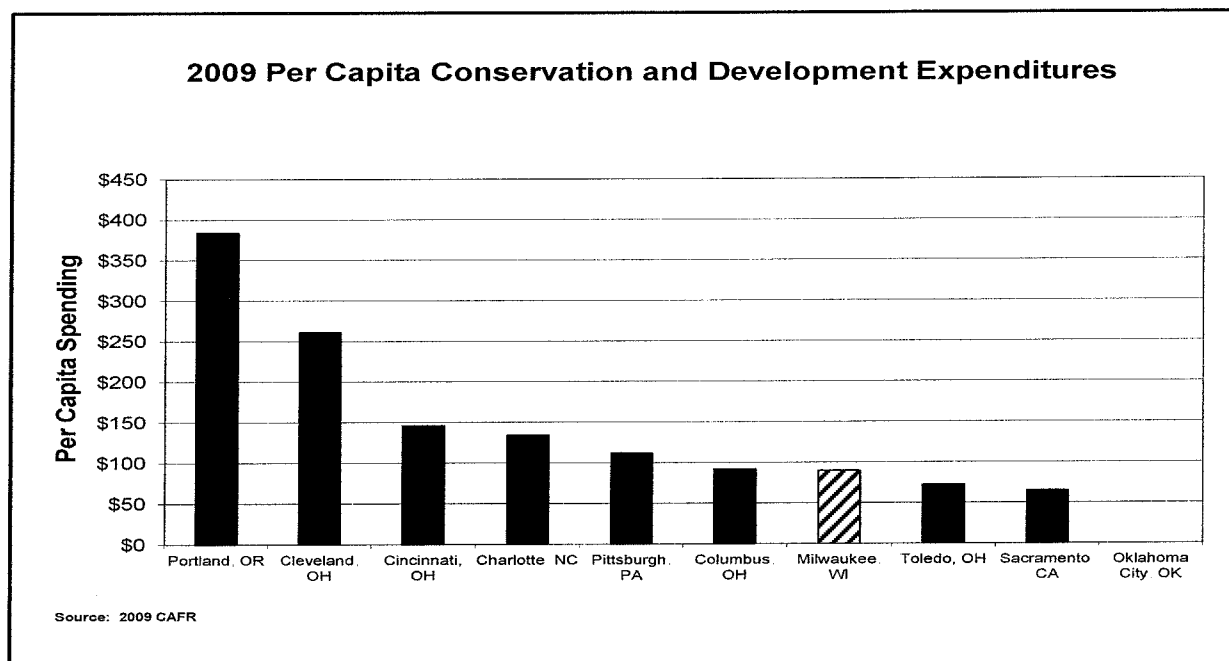


2009 Per Capita Expenditures General Government		
	Amount	Prior Year Ranking
Cincinnati, OH	218	2
Pittsburgh, PA	218	3
Cleveland, OH	200	4
Portland, OR	173	1
Sacramento, CA	161	6
Columbus, OH	153	5
Milwaukee, WI	143	7
Charlotte, NC	97	8
Toledo, OH	94	9
Oklahoma City, OK	83	10
Average of 10 Comparable Cities	\$ 154	

Source: 2009 CAFR

D. Conservation and Development

The promotion of economic development and job creation is provided under this category of expenditures. These expenditures include planning, economic development and community development activities. The City of Milwaukee's per capita expenditures for conservation and development are 34% less than the ten city average. Oklahoma City does not report any expenditures under primary government Conservation and Development activities.



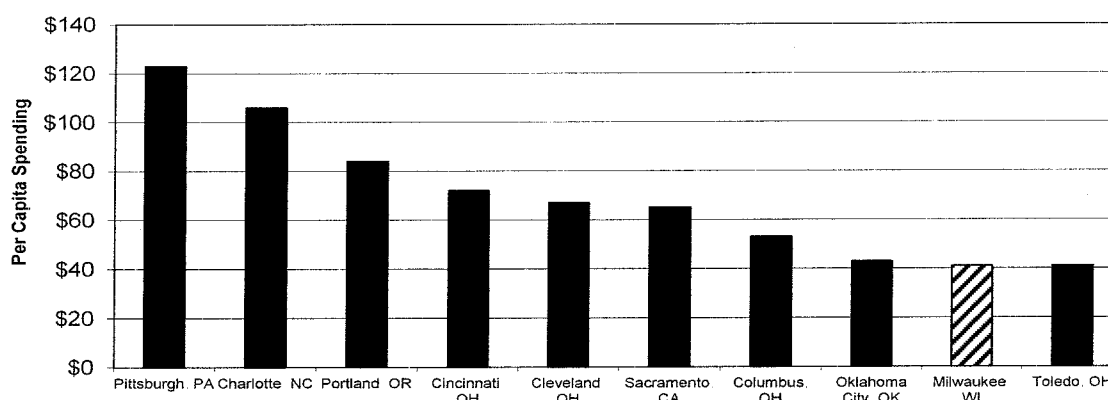
2009 Per Capita Expenditures Conservation and Development			Prior Year Ranking
	Amount		
Portland, OR	\$ 384		2
Cleveland, OH	261		1
Cincinnati, OH	146		3
Charlotte, NC	134		4
Pittsburgh, PA	112		6
Columbus, OH	92		7
Milwaukee, WI	90		5
Toledo, OH	72		9
Sacramento, CA	65		8
Oklahoma City, OK	-		10
Average of 10 Comparable Cities	\$ 136		

Source: 2009 CAFR

E. Interest Expense

Milwaukee has long been recognized by bond rating agencies for its effective debt management program. Milwaukee currently has a manageable debt burden and its annual per capita interest expense is \$28 below the average of comparable cities. One factor affecting the amount of interest expense is the credit quality. The credit rating for each municipality is reported below. Moody's "investment grade" ratings range from Aaa, the highest rating, to Baa. In addition, Moody's assigns "1", "2" or "3" based on the strength of the issue within each category, with "Aa1" the strongest group of Aa securities and "Aa3" the weakest of Aa securities.

2009 Per Capita Interest Expense



Source: 2009 CAFR

**2009 Per Capita Expenditures
Interest Expense**

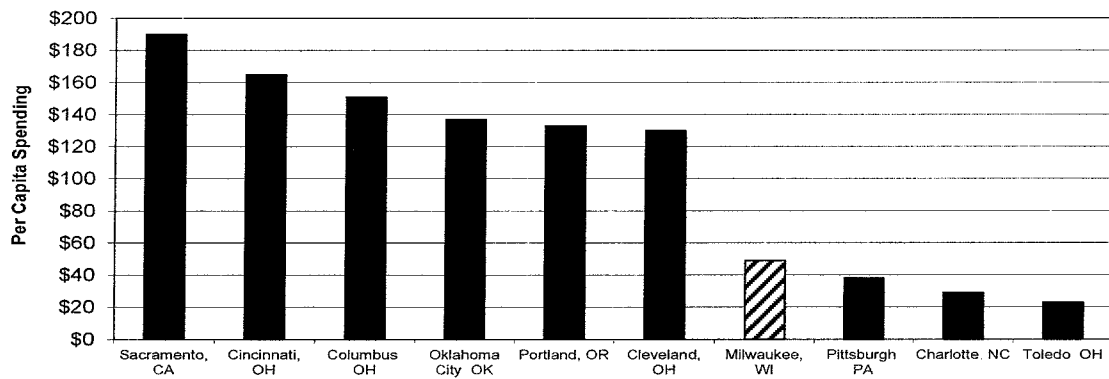
	Current Rating	Amount	Prior Year Ranking
Pittsburgh, PA	A1	\$ 123	1
Charlotte, NC	Aaa	106	3
Portland, OR	Aaa	84	2
Cincinnati, OH	Aa1	72	5
Cleveland, OH	A1	67	4
Sacramento, CA	Aa2	65	6
Columbus, OH	Aaa	53	7
Oklahoma City, OK	Aaa	43	10
Milwaukee, WI	Aa1	41	8
Toledo, OH	A2	41	9
Average of 10 Comparable Cities		\$ 69	

Source: Moody's Investors Service and 2009 CAFR

F. Culture and Recreation

The services provided in the Culture and Recreation category vary significantly by city. Milwaukee is one of only five cities that report library services. Parks, which in Milwaukee are maintained by Milwaukee County, have reported expenditures in six of the peer cities.

2009 Per Capita Culture & Recreation



Source: 2009 CAFR

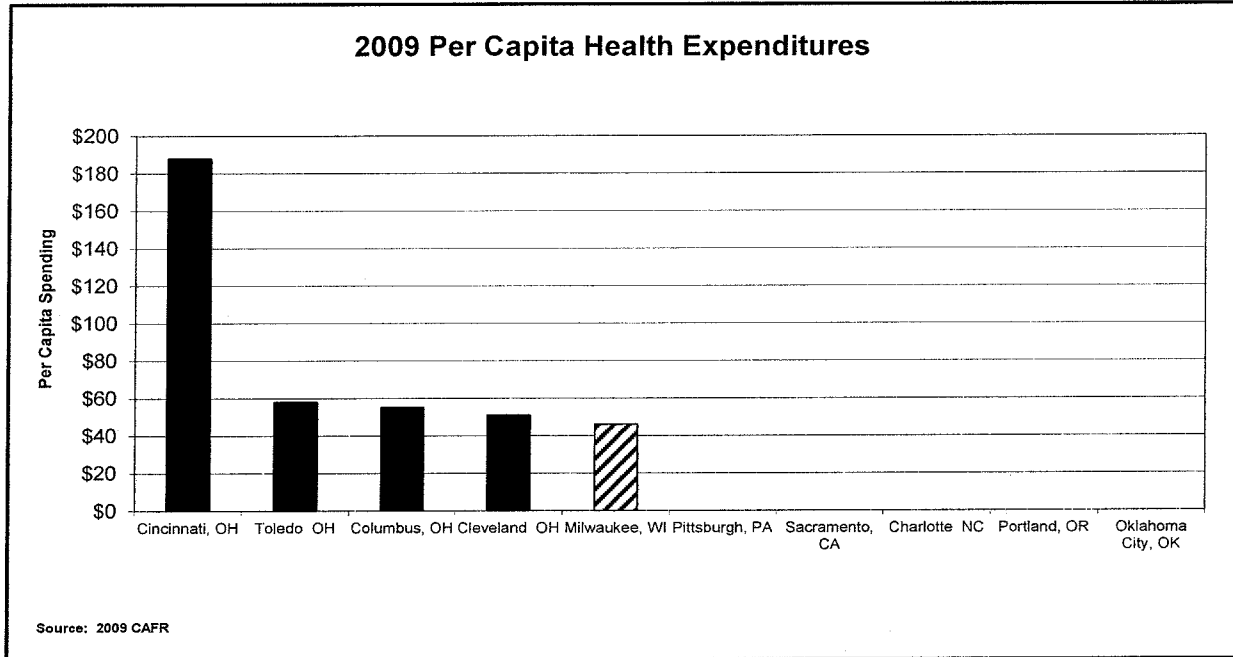
**2009 Per Capita Expenditures
Culture and Recreation**

	Amount	Prior Year Ranking
Sacramento, CA	\$ 190	1
Cincinnati, OH	165	2
Columbus, OH	151	4
Oklahoma City, OK	137	5
Portland, OR	133	3
Cleveland, OH	130	6
Milwaukee, WI	49	7
Pittsburgh, PA	38	8
Charlotte, NC	29	10
Toledo, OH	23	9
Average of 10 Comparable Cities	\$ 104	

Source: 2009 CAFR

G. Health

Health services provided to individuals and families promote and safeguard the health of a community. The range of health services provided at different levels of government varies by community. Five of the ten comparable cities do not report any health service expenditures.



2009 Per Capita Expenditures Health		
	Amount	Prior Year Ranking
Cincinnati, OH	\$ 188	1
Toledo, OH	58	2
Columbus, OH	55	3
Cleveland, OH	51	4
Milwaukee, WI	46	5
Pittsburgh, PA	-	
Sacramento, CA	-	
Charlotte, NC	-	
Portland, OR	-	
Oklahoma City, OK	-	
Average of Comparable Cities	\$ 40	

Source: 2009 CAFR

IV. Capital Replacement Cycles

As mentioned earlier in this report, an efficient and well-maintained infrastructure is important to the vitality and attractiveness of a city. Maintaining safe and efficient sewers, usable streets and roadways and other public infrastructure enables access to employment and goods and services, while providing businesses with an effective way to transport their products to consumers.

While comparing Milwaukee's per capita public works expenditures to its peers (page 13) is one indicator of Milwaukee's overall capital maintenance effort, this comparison does not determine whether infrastructure is actually being maintained at appropriate levels. For this reason, this section has been added to the report to address capital replacement cycles.

Maintaining the tremendous public investment that has been made in transportation infrastructure requires a large investment of money and manpower. The term "capital replacement cycle" is used to illustrate the average time period elapsed between the construction of an infrastructure asset and its replacement, understanding that there is periodic maintenance performed to help to prolong its useful life. Ideally, this "life cycle" would correspond with the estimated engineering life of the asset. While there are no standards for calculating the useful lives of the many types of infrastructure assets, Milwaukee's former Capital Improvements Committee (CIC) estimated the useful life of streets to average 40 to 50 years and the useful life of alleys to average 50 to 60 years. Adjusting the CIC street estimate for the removal of major arterial and collector streets, the estimated useful life for the remaining local streets is 45 to 60 years. This year's report has added sewers to the capital assets analyzed, with an estimated useful life of 90 years.

For the City of Milwaukee, the actual City capital replacement cycle for streets, sewers, bridges and alleys exceeds the estimated useful life of these assets. Historically there simply have not been sufficient dollars made available to keep up with all City infrastructure needs. As a result, the City prioritizes its infrastructure funding in order to meet its most pressing needs first.

The purpose of this section is to promote more meaningful capital reporting and accountability through the reporting of capital replacement cycles. Capital replacement cycles longer than the estimated useful life of an asset indicate a deferral of maintenance and replacement, which, if left unaddressed, increases the City's future liability for infrastructure maintenance as functional performance declines. Replacement cycles in this report are determined based on three and five year averages of the City's capital contracts. This year's report includes four infrastructure types – the City's local street, sewer, bridge and alley infrastructure. The replacement cycles calculated in this section are not intended to represent the actual time it takes to replace city streets, alleys and bridges. Rather, these replacement cycles are indicators of how well the City is able to keep pace with its infrastructure needs.

A. Local Streets in the City of Milwaukee

For the 987 mile local street system, the annual miles resurfaced and replaced ranged from 3.4 miles in 2007 to 15 miles in 2009. The 3-year average replacement cycle is 105 years. The assumed life expectancy of regular streets is 45 to 60 years. Based on a 3-year average, the cost per mile of local streets replaced and resurfaced is approximately \$800,000.

Miles of Streets	987.0	
Asset Value @ 12/31/2009*	\$665,193,708	
Estimated Useful Life (Years)	60.0	
	<u>5 YR AVG</u>	<u>3 YR AVG</u>
Average Preservation Effort (Miles)	8.6	9.4
Estimated Cost per Mile	\$848,656	\$818,632
Replacement Cycle (Years)	115.3	105.0
Ratio Replacement to Useful Life	1.9	1.8

<u>Year</u>	<u>Annual Miles Replaced/ Resurfaced</u>	<u>Annual Cost</u>	<u>Cost/Mile</u>
2005	8.7	\$7,561,027	\$869,084
2006	5.9	\$5,676,028	\$962,039
2007	3.4	\$5,565,475	\$1,636,904
2008	9.8	\$8,149,714	\$831,604
2009	15	\$9,370,226	\$624,682

*Asset value represents construction cost (excluding depreciation) of local streets as included in the Capital Infrastructure category of the City's annual financial report.

B. Sewers in the City of Milwaukee

For sewers, the miles replaced and lined ranged from a low of approximately 11 miles in 2006 to a high of approximately 29 miles in 2009. The 3-year average replacement cycle is approximately 116 years. The assumed life expectancy of sewers is 90 years. Based on a 3-year average, the cost per mile of sewers relayed and lined is approximately \$1.3 million.

Miles of Sewers	2447	
Asset Value @ 12/31/2009*	\$341,318,000	
Estimated Useful Life (Years)	90	
	<u>5 YR AVG</u>	<u>3 YR AVG</u>
Average Preservation Effort (Miles)	17.6	21.1
Estimated Cost per Mile	\$1,419,866	\$1,259,583
Replacement Cycle (Years)	139.4	116.0
Ratio Replacement to Useful Life	1.5	1.3

<u>Year</u>	Annual Miles		<u>Cost/Mile</u>
	Replaced/ <u>Lined</u>	Annual <u>Cost</u>	
2005	13.4	\$27,226,489	\$2,031,828
2006	11.1	\$17,706,173	\$1,595,151
2007	16.4	\$20,835,536	\$1,270,460
2008	17.4	\$26,419,416	\$1,518,357
2009	29.5	\$32,476,630	\$1,100,903

* Asset value represents construction cost (excluding depreciation) of sewers as included in the Sewer Maintenance Infrastructure category of the City's annual financial report.

C. Bridges in the City of Milwaukee

For bridges, the square feet replaced/maintained ranged from a low of 17,073 in 2009 to a high of 121,220 in 2005. The assumed life expectancy of a bridge structure is 50 years. The 3-year average replacement cycle for bridge structures is approximately 55 years. The cost to the City per square foot of bridge replaced is approximately \$71 based on a 3-year average. This estimated cost per square foot reflects only the City's share of project costs. Project expenditures made by the State, funded with Federal grants, are not included in the estimated cost per square foot.

Number of City Maintained Bridges	179	
Total Square Feet	2,635,263	
Asset Value @ 12/31/2009*	\$219,338,394	
Estimated Useful Life (Years)	50	
	<u>5 YR AVG</u>	<u>3 YR AVG</u>
Average Preservation Effort (Sq Ft)	58,820	47,672
Estimated City Cost per Square Ft	\$58.12	\$71.11
Replacement Cycle (Years)**	44.8	55.3
Ratio Replacement to Useful Life	0.9	1.1

<u>Year</u>	<u>Sq Feet Replaced/Resurfaced</u>	<u>Annual Cost</u>	<u>City Cost per Square Ft</u>
2005	121,220	\$4,274,056	\$35.26
2006	29,865	\$2,649,078	\$88.70
2007	66,713	\$2,154,259	\$32.29
2008	59,231	\$5,495,893	\$92.79
2009	17,073	\$2,519,133	\$147.55

*Asset value represents construction cost (excluding depreciation) of bridges as included in the Capital Infrastructure category of the City's annual financial report.

**Periodic large bridge projects may cause significant differences between the 3 and 5 year average replacement cycle.

D. Alleys in the City of Milwaukee

For alleys, the miles replaced ranged from a low of 0.4 miles in 2008 to a high of 3.4 miles in 2005. As a result, the 3-year average replacement cycle is 731 years, or more than 10 times the life expectancy of alleys. The assumed life expectancy of alleys is 60 years, but DPW notes that useful life of alleys could be as high as 80 years. Based on a 3-year average, the cost per mile of alleys replaced is approximately \$900,000.

Miles of Alleys	414.2	
Asset Value @ 12/31/2009*	\$13,027,599	
Estimated Useful Life (Years)	60	
	<u>5 YR AVG</u>	<u>3 YR AVG</u>
Average Preservation Effort (Miles)	1.3	0.6
Estimated Cost per Mile	\$730,450	\$910,652
Replacement Cycle (Years)	328.7	730.9
Ratio Replacement to Useful Life	5.5	12.2

<u>Year</u>	<u>Annual Miles Replaced/ Resurfaced</u>	<u>Annual Cost</u>	<u>Cost/Mile</u>
2005	3.4	\$1,946,574	\$572,522
2006	1.2	\$1,107,152	\$922,627
2007	0.5	\$745,911	\$1,491,822
2008	0.4	\$380,207	\$950,518
2009	0.8	\$421,990	\$527,488

*Asset value represents construction cost (excluding depreciation) of alleys as included in the Capital Infrastructure category of the City's annual financial report.

Appendix I

Per Capita Revenue and Expenditure Trends

(Reports 2004 through 2011, Data from 2002 through 2009)

REVENUES									
	2004 Report	2005 Report	2006 Report	2007* Report	2008* Report	2009* Report	2010 Report	2011 Report	2004-2011 % Change
Property Taxes									
Milwaukee	348	357	365	389	408	421	444	467	34.2%
Average of Comparable Cities	249	259	267	272	294	304	308	317	27.3%
Other Local Taxes (other taxes, sales, income)									
Milwaukee	0	0	0	0	0	0	0	0	N/A
Average of Comparable Cities	430	425	472	494	487	502	494	484	12.6%
Intergovernmental Aids									
Milwaukee	590	601	564	582	598	572	582	593	0.5%
Average of Comparable Cities	399	414	430	385	435	412	427	390	-2.3%
Local Taxes and Intergovernmental Aids									
Milwaukee	938	958	929	971	1,006	993	1,026	1,060	13.0%
Average of Comparable Cities	1,078	1,098	1,169	1,151	1,216	1,218	1,229	1,191	10.5%
Charges for Services									
Milwaukee	387	396	399	418	438	456	501	525	35.7%
Average of Comparable Cities	558	551	590	641	675	681	741	736	31.9%
Other Revenue									
Milwaukee	98	96	96	170	155	149	109	82	-16.3%
Average of Comparable Cities	76	62	77	78	111	100	92	65	-14.5%
Total Revenue									
Milwaukee	1,423	1,450	1,424	1,559	1,599	1,598	1,636	1,667	17.1%
Average of Comparable Cities	1,712	1,711	1,836	1,870	2,002	1,999	2,062	1,992	16.4%
EXPENDITURES									
	2004 Report	2005 Report	2006 Report	2007* Report	2008* Report	2009* Report	2010 Report	2011 Report	2004-2011 % Change
Public Safety									
Milwaukee	487	538	511	585	594	646	687	725	48.9%
Average of Comparable Cities	506	544	567	597	620	661	687	697	37.7%
Public Works									
Milwaukee	478	495	509	552	554	573	630	638	33.5%
Average of Comparable Cities	524	547	609	633	667	684	732	738	40.8%
General Government									
Milwaukee	115	127	147	123	115	166	153	143	24.3%
Average of Comparable Cities	161	156	148	158	167	172	180	154	-4.3%
Conservation and Development									
Milwaukee	87	109	98	100	116	122	108	90	3.4%
Average of Comparable Cities	115	153	158	114	127	124	126	136	18.3%
Interest Expense									
Milwaukee	50	45	40	39	56	53	49	41	-18.0%
Average of Comparable Cities	67	66	64	63	67	69	71	69	3.0%
Culture, Recreation and Health									
Milwaukee	90	86	107	100	101	92	89	95	5.6%
Average of Comparable Cities	123	111	114	124	131	139	146	144	17.1%
Total Expenditures									
Milwaukee	1,307	1,400	1,412	1,499	1,536	1,652	1,716	1,732	32.5%
Average of Comparable Cities	1,496	1,577	1,660	1,689	1,779	1,849	1,942	1,938	29.5%

*2007-2009 per capita figures reflect updated census population estimates and therefore are adjusted from figures previously reported.

Appendix II

The Revenue Structure of Wisconsin Municipal Governments Versus U.S. Average

Comparing City of Milwaukee revenues and expenditures to those of nine similar municipalities throughout the country, shows Milwaukee collects lower taxes and other revenue, and incurs lower expenditures on average than its peer cities. However, Milwaukee's property tax is higher than the average of comparable cities. This is due to the fact that Wisconsin local governments rely on the property tax as its primary local revenue source. Local governments outside Wisconsin utilize local sales, income and other non-property taxes to supplement the property tax. The limited taxing authority for local governments in Wisconsin has resulted in a greater reliance on property taxes and state aids.

Towns, Cities, Villages, and Special Districts Per Capita Revenues by Type

	USA Average	Wisconsin	Disparity Between US Average & Wisconsin	% Above or % Below US Average
Property Taxes	\$ 410	\$ 410	\$ -	0%
State Aids	324	287	\$ (37)	-11%
Other Taxes	341	46	\$ (295)	-87%
Subtotal: Local Taxes & State Aids	\$ 1,075	\$ 743	\$ (332)	-31%
Charges for Services	432	222	\$ (210)	-49%
Other Revenues	265	179	\$ (86)	-32%
Federal Aids	142	43	\$ (99)	-70%
Total Revenues:	\$ 1,914	\$ 1,187	\$ (727)	-38%

Source: US Census Bureau State & Local Government Finance - 2007 Census of Governments Table 2

Based on Census information, municipal governments and special districts in Wisconsin have significantly less revenue, \$1,187 per capita versus \$1,914 for the national average. This finding largely supports the comparative cities analysis finding on Page 6 which shows the City of Milwaukee's revenues lower than its peer cities. As with Milwaukee's peer city analysis, Wisconsin's taxes and charges for services lag the national average. Also, state aids do not fully compensate municipal governments in Wisconsin for the limits on using other taxes to support municipal services. Local taxes and state aids for municipal services in Wisconsin are \$332 per capita less than the national average.

The Wisconsin tax system was designed to centrally collect sales taxes and income taxes and then redistribute these monies to local units of government. However, the State of Wisconsin is redistributing a declining share of this revenue to municipal governments, significantly limiting the funds needed to provide municipal services in Wisconsin compared to that of other states.

The Census of Governments is produced by the U.S. Bureau of the Census every 5 years since 1957, in years ending in "2" and "7" and provides periodic and comprehensive statistics about governments and governmental activities for all state and local governments.

Appendix III

Data Source and Limitations

Data used in this report is from Comprehensive Annual Financial Reports (CAFR) from the City of Milwaukee and nine comparable cities. This data consists of actual revenue and expenditure figures, and unlike budgeted figures, revenues and expenditures for each of the reported governments may not be equal. The next section of this report titled Comparable Cities Methodology explains how the comparable cities were selected. Local governments use similar classification of expenditures and revenue in their CAFR but there may be some differences in the categorization of this financial data between cities. An example is some cities categorize infrastructure expenditures as Public Works while other cities call this category Public Services. Also, some cities directly finance and administer activities or services that in other municipal governments are undertaken by county government, state government, or the private sector. However, CAFR data is the best and most currently available audited financial data and provides a reasonable basis for comparing cities to get a general understanding of differences between spending and funding of city services. In this report, the Comptroller's Office compares revenue data (local taxes, property taxes, charges for service, etc.) and expenditure by type (administration, public safety, public works, etc.). This Report excludes data from the following categories to enhance the comparability of other cities to the City of Milwaukee:

Electric Power Generation, Public Transit, Airports & Aviation, Cemeteries, Convention Centers, Golf Courses, Sport Facilities, Pass-Through Costs for Employee Retirement Systems, and Public School Education & School Capital Contributions.

The City of Milwaukee provides services that are not provided by all other comparable cities. The largest of these expenditures included in the City of Milwaukee's data, but not all other cities data, are health services and the Port of Milwaukee.

This report utilized 2005 population figures to calculate per capita values for 2009. The population data is from the U.S. Census Bureau's County and City Data Book: 2007.

Appendix IV

Comparable City Methodology

In selecting comparable cities to Milwaukee all US cities with 2000 census populations between 300,000 and 900,000 were chosen. Of these cities, those that are not central cities within their respected MSAs were discarded.

The remaining cities were then classified as either “sunbelt” or “snowbelt”. “Sunbelt” cities are predominately located in the South and Southwest, while “snowbelt” cities are predominately located in the Northeast and Midwest. An anomaly is Portland, which is neither a “sunbelt” nor “snowbelt” city. Located in the Northwest, Portland made the final selection of comparable cities when classified as either “sunbelt” or “snowbelt”. The importance of the classification process is that it allows a variety of cities to be compared to Milwaukee and also ensures that comparable cities are not clustered in one region of the Country.

After assigning “sunbelt” and “snowbelt” classifications, each city’s population figure was compared to the population figure of its MSA. For instance, Milwaukee has a 2000 census population of 596,974 and a MSA population of 1,648,199. This means that the city’s population comprises 36% of the MSA population. Five of the closest “snowbelt” cities and four of the closest “sunbelt” cities in terms of city to MSA population were chosen. The cities of Denver and Baltimore were excluded from this selection process, because these cities have municipal governments with combined county and city functions, which would not provide good spending comparisons to the City of Milwaukee.

When this report commenced, financial statements prepared under the new reporting model required by GASB 34, were not available for the cities of Kansas City, New Orleans, and Las Vegas. These cities were replaced with Charlotte, Oklahoma City and Toledo, which were the next closest in terms of city to MSA population percentage. To provide consistency with prior reports, no change was made in comparable cities. The Comptroller’s Office plans to review the methodology used to determine comparable cities for the next issue of the Comparative Revenue and Expenditure Report, utilizing 2010 Census data.

Overall, the methodology used generates a list of comparably sized cities located throughout the US that are the population centers in terms of their city to MSA populations and are similar in terms of their government function. (i.e. The list excludes combined city/county governments.)

The comparable cities to the City of Milwaukee included in this report are as follows: Pittsburgh, PA; Cincinnati, OH; Portland, OR; Columbus, OH; Charlotte, NC; Sacramento, CA; Oklahoma City, OK; Toledo, OH; Cleveland, OH.

PW FILE NUMBER: 110736

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Legislation Details (With Text)

File #: 110513 **Version:** 0

Type: Communication-Report **Status:** In Committee

File created: 9/1/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from Comptroller's Office transmitting a report titled Audit of Milwaukee Water Works Cashiering Controls.

Sponsors: THE CHAIR

Indexes: AUDITS, WATER WORKS

Attachments: Audit, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

...Number
110513

Version
ORIGINAL

Sponsor
THE CHAIR

Title
Communication from Comptroller's Office transmitting a report titled Audit of Milwaukee Water Works Cashiering Controls.

Requestor

Drafter
Comptroller
WMM Ltr
8/5/11



**Audit of
Milwaukee Water Works
Cashiering Controls**

W. MARTIN MORICS

City Comptroller
City of Milwaukee, Wisconsin

August 2011

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Office of the Comptroller

August 5, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

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Special Deputy Comptroller

To the Honorable
The Common Council
City of Milwaukee

Dear Council Members:

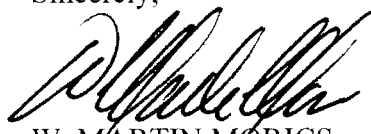
The attached report summarizes the results of our audit of the Milwaukee Water Works Cashiering Controls. The objectives of the audit were to evaluate internal controls over cash and reconciliation procedures at Milwaukee Water Works, evaluate timeliness and accuracy of deposits to the Treasurer, and to evaluate the timeliness and accuracy of recording revenue to the City's General Ledger.

The audit determined that cash controls at Milwaukee Water Works are overall strong with minor improvements needed. The audit makes six recommendations to strengthen controls.

Audit findings are discussed in the Audit Conclusions and Recommendations section of this report, which is followed by Milwaukee Water Works' response.

Appreciation is expressed for the cooperation extended to the auditors by the staff of Milwaukee Water Works.

Sincerely,



W. MARTIN MORICS
Comptroller

I. Audit Scope and Objectives

The audit examined procedures and controls for cash collections at Milwaukee Water Works (MWW). This includes all forms of payments, mail-in payments, walk-in payments of cash and check, bank lockbox, and ACH web payments. The audit examined daily cashiering and close procedures, timeliness of entry into the City's general ledger system, and timeliness of deposit to the City Treasurer.

This audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit obtain sufficient, appropriate evidence to provide a reasonable basis for the findings and conclusions based on the audit objectives. The Office of the Comptroller believes that the evidence obtained provides a reasonable basis for the audit's findings and conclusions based on the audit objectives.

Audit procedures for this report were conducted in June and July of 2011. Initially, walkthroughs and observations were completed in order to gain an understanding of all procedures and controls within MWW. The auditor also observed daily close procedures performed by the two supervisors.

The objectives of the audit were to:

- Evaluate the internal controls over cash collections and reconciliation procedures
- Evaluate the timeliness and accuracy of deposits to the City Treasurer and bank
- Evaluate the timeliness and accuracy of recording of revenue to City's General Ledger

II. Organizational and Fiscal Impact

Milwaukee Water Works' main goal is to provide safe drinking water and fire protection to the residents of the City and in 15 surrounding communities. The business office of the department is responsible for collecting and handling all balances due from account holders of the City.

From January 1, 2011 to June 30, 2011, the revenues of Milwaukee Water Works totaled \$85.8 million. Of this amount, approximately \$1.2 million were collections in the form of cash. Payments for water bills are received through multiple payment methods. These include customers who walk-in to pay, mail-in their payments, pay online or through lockbox at the bank. Cash, check, and credit card are all payment types accepted for walk-in payments. There

are generally two cashiers on a daily basis collecting payments from customers.

III. Audit Conclusions and Recommendations

Cash controls are designed to provide management with assurance that cash is received and disbursed accurately; that cash transactions are processed and recorded properly; and that cash is adequately safeguarded and deposited.

Cash controls are strong with minor room for improvement. MWW has a number of cashiering controls in place. The cash collection functions are similar to that of the City Treasurer since the department has a computerized cashiering and billing system. The system provides strong audit evidence that can be utilized for reconciliation and monitoring controls. Since MWW has a system with these capabilities, it is essential that the functions are used to the highest capability to provide strong automated cashiering controls.

This audit makes six recommendations to improve cashiering controls for Milwaukee Water Works.

A. Daily Cashiering Controls

Internal controls over cash are designed to: assure that cash is received and disbursed accurately; that cash transactions are recorded properly; and that remaining cash, or inventory, is safeguarded from loss, including theft. Strong controls also provide protection to employees from charges of inappropriate handling or misreporting of cash.

Milwaukee Water Works has many working controls. One important control is that the Cashiering Supervisor performs the daily close-out and recount of the cash. This allows for an independent employee to recount the cash and ensure that cash on hand is accurate. The Water Revenue Manager also performs periodic surprise cash counts of the cash drawers. This is considered a monitoring control. Physical cash is also secured timely by a daily exchange of cash for check that is performed with the City Treasurer. There are also other monitoring controls that exist, which will be discussed further with the recommendations.

The audit disclosed the following observations as areas for improvement over daily cashiering functions.

- Cashiers are allowed to void transactions without supervisory approval.
- The reasons for voids made are not being documented consistently by the cashiers performing the function.
- Voids are being monitored, but without appropriate documentation.
- Surprise cash counts are occurring, but without formal documentation.

The following recommendations aim to improve these observations to further strengthen controls.

Recommendation 1: Cashiers should not be allowed to void transactions without supervisory approval

Cashiers should not be allowed to void their own transactions without prior approval. Currently, the system enables the cashiers to void their own transactions. Access should be removed that would require a supervisor to step in and authorize a void. If the system does not have this capability, regular monitoring of void reports should occur. See the following recommendations for further elaboration.

Recommendation 2: Cashiers should document the reason for each void performed

Some cashiers are documenting the reasons for voids. However, this needs to be more strictly enforced to allow for a more efficient and effective review when the supervisor is monitoring daily voids.

Recommendation 3: Formal documentation of supervisory review of voids needs to occur

Currently, the Cashiering Supervisor is reviewing voids on a daily basis. However, there is no formal documentation of this review. Formal documentation provides for an audit trail since system limitations exist to remove access of cashiers performing voids.

Recommendation 4: Surprise cash counts should be formally documented

The Water Revenue Manager currently conducts surprise cash counts of the cash drawers on a regular basis. However, there is no formal record of this activity. Having formal documents from the system with signature and date provides for a formal audit trail to show that the monitoring was conducted and no exceptions were found.

B. enQuesta Cashiering & Billing System Controls

The audit examined the system controls of the enQuesta cashiering and billing system used by the department for billing and cash collections for water accounts. Audit procedures included analyzing user groups and assigned access rights relevant to cashiering controls. The audit disclosed a strong level of automated controls.

However, there were two noteworthy areas for improvement.

- Customer Service Representatives and Cashiers are part of the same user group. Thus, they have the same access rights that create a lack of separation of duties and lack of accountability.
- The Water Revenue Manager has access to perform day to day cashiering functions that are not part of the job responsibilities.

The following are recommendations to alleviate these issues above and strengthen controls within the divisions and accounting section of the department.

Recommendation 5: Customer Service Representatives and Cashiers should be separated into two user groups

Customer Service Representatives and Cashiers have different job functions. The Customer Service Representatives are responsible for handling customer account issues and performing adjustments to customer accounts. The Cashiers are responsible for collecting payments from customers that walk in to pay their account balances. Separate system user groups should be established to properly separate these job duties so that Cashiers cannot adjust account balances and Customer Service Representatives cannot process customer payments. This would strengthen internal controls.

Recommendation 6: Water Revenue Manager should not have access to perform daily cashiering functions

The Water Revenue Manager monitors the cashiering function but does not process actual payments. Therefore, internal controls would be strengthened if the Water Revenue Manager did not have system access to payment processing.

C. Deposit to City Treasurer and General Ledger

Deposits to the City Treasurer need to occur timely in order to ensure the physical security of cash. Milwaukee Water Works receives cash payments daily. Thus, it is necessary to secure this cash as quickly as possible. First, MWW performs a daily exchange by delivering cash to the Treasurer and receiving a check in return. The following morning after the journal entry is entered into the general ledger, the deposit slip with supporting documentation is taken to the Treasurer and MWW deposits all checks directly to the bank.

The audit examined the deposit of cash to the Treasurer as well as the daily journal entry to the City's general ledger. The audit tested a sample of daily receipts including all cash, check, lockbox and internet payments. This test disclosed that cash is being timely and properly secured and deposits are accurately and timely posted to the City's general ledger and the Treasurer's cashiering system. There are no recommendations in regards to these procedures and controls.

Milwaukee Water Works

COMPTROLLER
2011 AUG -2 AM 9:18

July 29, 2011

W. Martin Morics
Comptroller
City Hall, Room 404

RE: Response to Audit of Milwaukee Water Works Cashiering Controls

Dear Mr. Morics:

Thank you for the opportunity to work with your staff to review cashiering controls of Milwaukee Water Works (MWW). We have reviewed the report and offer the following responses to the recommendations.

Recommendation 1: Cashiers should not be allowed to void transactions without supervisory approval.

MWW Response to Recommendation 1:

In order to facilitate payment processing and not unduly burden customers who are attempting to make a payment, cashiers need to be able to reverse cash register transactions processed at the counter. There are times when managers are not available to authorize a reversal. MWW has a daily report which lists all reversals processed at the cash register. These reports are reviewed by management twice: on the same day prior to cash close out, and on the following day prior to posting the Cash Deposit to FMIS. With the implementation of Recommendation 2 (see below), additional information will be available to the reviewing manager. With the implementation of Recommendation 3 (see below), the manager's review will be formally documented. These are additional compensating controls to address the concern.

Recommendation 2: Cashiers should document the reason for each void performed.

MWW Response to Recommendation 2:

MWW concurs with this recommendation and has implemented it. Cashiers now document the reason for each void performed.

841 N. Broadway
Zeidler Municipal Building
Room 409
Milwaukee, Wisconsin 53202
www.water.mpw.net

Recommendation 3: Formal documentation of supervisory review of voids needs to occur.

MWW Response to Recommendation 3:

MWW concurs with this recommendation and has implemented it. The supervisor documents the review of all voids.

Recommendation 4: Surprise cash counts should be formally documented.

MWW Response to Recommendation 4:

MWW concurs with this recommendation and has implemented it. Surprise cash counts are being formally documented.

Recommendation 5: Customer Service Representatives and Cashiers should be separated into two user groups.

MWW Response to Recommendation 5:

MWW concurs with the recommendation and has established separate user groups for the Cashiers and the Customer Service Representatives.

Recommendation 6: Water Revenue Manager should not have access to perform daily cashiering functions.

MWW Response to Recommendation 6:

MWW concurs with the recommendation and has implemented it. The Water Revenue Manager no longer has access to payment processing.

Thank you again for the time your staff put into this audit.

Very truly yours,



Carrie M. Lewis, Superintendent
Milwaukee Water Works

CML:sls

PW FILE NUMBER: 110513

[illegible]



Legislation Details (With Text)

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Type: Communication **Status:** In Committee
File created: 7/26/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
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Effective date:

Title: Communication from Comptroller's Office transmitting a report titled Audit of Milwaukee Police Department Cash Handling Procedures.

Sponsors: THE CHAIR

Indexes: AUDITS, POLICE DEPARTMENT

Attachments: Audit, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
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9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

...Number

110411

Version

ORIGINAL

Sponsor

THE CHAIR

Title

Communication from Comptroller's Office transmitting a report titled Audit of Milwaukee Police Department Cash Handling Procedures.

Requestor

Drafter

Comptroller

WMM Ltr

7/13/11



**Audit of
Milwaukee Police Department
Cash Handling Procedures**

W. MARTIN MORICS
City Comptroller
City of Milwaukee, Wisconsin

July 2011

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Office of the Comptroller

July 8, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

To the Honorable
The Common Council
City of Milwaukee

Dear Council Member:

The attached report summarizes the results of our Audit of the Milwaukee Police Department (MPD) Cash Handling Procedures. The objectives of the audit were to evaluate: cash handling procedures, controls and safeguards utilized by MPD; the timeliness and accuracy of deposits and accounting records related to cash receipts processed by MPD; and controls over parking permit stock, purchases, and revenue reporting.

The audit determined that cash handling procedures and controls at MPD are for the most part sufficient and effective; and, with the exception of night parking permits, deposits and accounting records related to MPD cash receipts appear to be timely and accurate. The audit makes four recommendations to strengthen controls. Audit findings are discussed in the Audit Conclusions and Recommendations section of this report, followed by MPD's response.

Appreciation is expressed for the cooperation extended to the auditors by members of the Milwaukee Police Department.

Sincerely,

W. MARTIN MORICS
Comptroller

I Audit Scope and Objectives

This is an Audit of the City of Milwaukee Police Department (MPD) Cash Handling Procedures. The audit examined procedures and controls for over-the-counter cash receipt transactions at seven district stations, the Prisoner Processing Center, Open Records (District 9), and for night parking permit applications mailed through U.S. Postal Service and processed by Traffic (District 9a). Cash held by MPD as evidence, MPD payments made through the Internet, and grant funds received by MPD were not included in the scope of the audit.

The audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit obtain sufficient, appropriate evidence to provide a reasonable basis for the findings and conclusions based on the audit objectives. The Office of the Comptroller believes that the evidence obtained provides a reasonable basis for the audit's findings and conclusions based on the audit objectives.

The audit focused on cash transactions processed between October 1 and December 31, 2010. The audit documented MPD cash handling procedures from walkthroughs and observations conducted at three district stations in December 2010 and January 2011. The audit then tested sample cash transactions to verify that identified controls were in place and operating effectively. Finally, to document how cash reports and records prepared by MPD are processed by other departments, the audit observed the Municipal Court and the Treasurer's Office processing records from MPD.

The objectives of the audit were to:

- Evaluate cash handling controls and procedures utilized by MPD.
- Evaluate timeliness and accuracy of deposits and accounting records related to cash receipts processed by MPD.
- Evaluate controls over parking permit stock and purchases.

II Background

The Milwaukee Police Department (MPD) accepts over-the-counter payments of cash, check and credit card transactions at nine locations – seven district stations, the Prisoner Processing Center (PPC), and Open Records (District 9). MPD's Traffic (District 9a) also processes payments mailed through U.S. Postal Service for night parking permits. Payments are processed for witness fees (received by police officers for court appearances), court fees, bail service fees, night and residential day parking permits, record and copy services, and fingerprint and miscellaneous services. In 2010, MPD processed \$764,000 for these services, eight percent of which was MPD revenue. Most of the cash collected by MPD, 92 percent, is collected for other City departments or forwarded to other jurisdictions. The two largest departments are the Parking Enterprise Fund in the Department of Public Works and the Milwaukee Municipal Court, which consist of 44 percent and 33 percent, respectively, of MPD collections. Fifteen percent of MPD collections are for other courts and jurisdictions.

During the past seven years, MPD and the Parking Enterprise Fund in the Department of Public Works (Parking Fund) have worked together to provide overnight parking permits (night permits) to City residents. This cooperative relationship began in 2004, when the Parking Fund began to install self-service kiosks in MPD district stations. Before 2004, MPD sold all parking permits. During the first three months of 2011, MPD collected less than four percent of the revenue from the sale of parking permits, with 96 percent of parking permit revenue collected by the Parking Fund.

III Audit Conclusions and Recommendations

A. MPD Cash Handling Controls and Procedures

Cash handling controls and procedures provide assurance that cash is adequately safeguarded and deposited, and that transactions are properly processed and recorded. Effective controls also protect employees from charges of misappropriating or misreporting cash. The audit identified key MPD cash handling controls, procedures that implement those controls, and reports and records that document MPD cash transactions. The audit evaluated the sufficiency of existing procedures, and tested a sample of transactions to verify key controls were in place and followed.

The audit found the following cash handling controls and procedures:

Written Procedures: MPD has well designed written cash handling procedures and standard forms for reporting cash collections. These procedures and forms provide consistent documentation of cash collections and establish employee accountability. With the exception of night parking permits, which are discussed in Section C below, the audit found MPD procedures have been implemented effectively and are sufficient.

Physical Security: To minimize the risk of loss or misuse of cash collected, MPD has implemented physical security procedures over cash that provide effective safeguards over cash collections and reporting. When a cash register is closed out at the end of the day, collected cash and checks are placed in a locked bank bag with a signed form that identifies the amount collected. These bank bags are stored in a secure location until an officer brings them to the Treasurer's Office each day, which limits the risk of theft.

Cash Registers: Cash registers accurately record transactions and provide controlled access, which minimizes the risk of inaccurately recorded transactions or misappropriated cash. Each over-the-counter sale is rung up on a cash register, and each sales transaction receives a cash receipt printed by the cash register. Cash registers are located in areas accessible to the cashier but not the public, and they are locked when not in use, with register keys stored in secure locations that are not accessible to the public. Each cash register is closed out daily, and register tapes are printed that capture all cash transactions for the day. MPD replaced its cash registers in 2010 with new registers that are more reliable and easier to operate than the old registers. Each of the three stations visited during the audit had written operating procedures for the new cash registers, which is important because the cashier role changes frequently.

Management Review & Reconciliation: MPD Budget and Finance staff provide management review and reconciliation controls, which further ensures transactions are accurately reported. They review daily reports to verify that revenues reported on detailed reports reconcile both to the daily summary reports and to reported cash collections. The Treasurer's Office, discussed in Section B below, also reconciles cash received to reported revenues.

Separation of Duties and Consistent Documentation: Standard summary cash forms are prepared daily by each MPD location, and key supporting documents are attached to the appropriate forms. The standard summary forms provide consistent and timely documentation to accurately record the various types of revenue collected by MPD, and supporting documents provide the details required by each affected jurisdiction for them to record the applicable court and/or bail activity that MPD processed. These daily reports are completed by the Night Desk Sergeant, who supervises the night shift but does not operate the cash register, which provides effective separation of duties.

Employee Accountability: Each district station maintains written officer shift assignment logs for each daily shift. These written logs identify the officer responsible for the cash register during each shift, which establishes accountability for accurately recorded cash transactions. MPD also requires any cash overage or shortage to be explained in a “matter of” memo written by the officer who was responsible for the cash register when the error occurred. This memo is submitted to the supervising Desk Sergeant, the Night Desk Sergeant, and MPD Budget & Finance. These procedures reduce the risk of cash being misappropriated.

In conclusion, with the exception of Parking Permits, discussed in Section C below, the audit found MPD cash handling controls and procedures to be sufficient and effective.

B. Timeliness and Accuracy of MPD Deposits and Records

The audit found MPD cash receipts are deposited timely and revenues are recorded timely in the City’s financial system (FMIS). Each MPD location places cash, checks and records of credit card payments in a locked bank bag, and bank bags are stored in a secure location until a sworn officer delivers them to the Treasurer’s Office on a daily basis.

The Treasurer’s Office unlocks each bag, recounts the cash and checks, and records the revenue received from each district station. The Treasurer’s Office then prints a cash receipt for each report received from MPD and returns the receipts to MPD Budget and Finance. The Treasurer’s Office deposits the cash and checks with their daily bank deposit and uploads summary revenue information into the City’s general ledger (FMIS).

A key control in the cash handling process is the management oversight provided by MPD Budget and Finance. The audit determined that MPD Budget & Finance receives the cash receipt from Treasury, but it does not compare the cash receipts from Treasury to the revenue reported by each MPD location.

Recommendation 1: Verify that Treasurer's Cash Receipts Agree with Revenue Reported by MPD

MPD Budget and Finance should reconcile the Treasurer's cash receipt to the revenues reported by each MPD location. Given that MPD Budget and Finance reviews the detailed support for cash collections, it is important that an additional step be added to match what Treasury actually deposited to MPD Budget and Finance's records, ensuring that they agree. This simple procedure would verify that revenues reported by MPD were accurately recorded and deposited by the Treasurer.

C. Controls over Parking Permit Sales and Stock

The third audit objective relates to an internal control weakness that KPMG, the City's independent auditing firm, reported to Common Council that the City does not reconcile "the number of permits distributed *to police stations*, number of permits sold, and the number of unsold permits as of year-end.¹"

All revenue from the sale of parking permits, including those sold by MPD, is credited to the Parking Enterprise Fund in the Administrative Services Division of the Department of Public Works (DPW). At this time, most night permits are sold by DPW. Between 2004 and 2010, parking permit revenue increased 35 percent from \$2.9 Million to \$3.9 Million.

Since DPW installed the first kiosks in 2004, MPD has sold fewer night permits from year to year. Over the counter sales at MPD district stations now occur only if the kiosk in the station is out of order. Night permit applications received through the mail, which are processed by District Station 9a, also has dropped significantly; before kiosks were installed, District 9a processed more than 12,000 permits each year, in 2010 they

¹ KPMG Management Letter, dated July 30, 2009, pg 8, *italics added*

processed fewer than 800 permits. For the quarter ended March 31, 2011, MPD sold less than four percent of total parking permit revenue.

The audit verified that MPD does not accurately reconcile sold or unsold pre-numbered permits. The audit also found several district stations do not return expired night permit stock to DPW. Rolls of expired night permit stock from 2009 and 2010 were found in two of the three district stations visited. When asked about the rolls of expired permits, officers explained they did not know how or where to return them.

While the audit focused on parking permits distributed to and sold by MPD district stations, only a small percent of night permits are purchased from MPD. Because night permits are designed, ordered, and distributed by DPW, we asked DPW about reconciling parking permits. The audit determined that no night parking permit stock is reconciled, not only those permits distributed to police stations. A letter of findings dated June 15, 2011, to the Commissioner of Public Works, discusses the need for a City-wide reconciliation of night parking permits; a copy of this letter was sent to the Chief of Police.

While MPD sells only a small percentage of night parking permits, in 2010, MPD collected more than \$325,000 from the sale of night permits. It is important to agree night permit revenues to parking permit numbers distributed to the public, to return unused permit stock to DPW, and to reconcile the number of permits sold, replaced, and returned to permits originally distributed by DPW. These controls will provide assurances both that permits were not given away and that revenues from the sale of permits were not misappropriated.

The recommendations below provide guidance on how MPD might reconcile night permit stock to reported permit revenues. After DPW develops written procedures and forms for night permits, we suggest MPD develop a memorandum of understanding with DPW to implement the procedures and forms they will develop for agreeing night permit stock to revenues and for returning unsold permits.

Recommendation 2: Reconcile Parking Permits Sold

To verify daily revenues for the sale of parking permits is accurate and complete, MPD

should require district stations to reconcile the number of permits reported sold with their reported revenue. The audit recommends that permit revenues reported on MPD Form PD-5 be reconciled to the permit numbers districts report distributed to the public.

Recommendation 3: Return Unsold Permit Stock to DPW with Reconciliation

When a night permit period ends and annual permit prices change at the end of every four months, each district station should return expired unsold permits to DPW, with a report that agrees permit stock originally delivered by DPW with permits sold, replaced and returned. A district station also may elect to reconcile permit numbers sold to reported permit revenue for the four months.

Recommendation 4: MPD Budget & Finance Division Review for Accuracy

MPD procedures should include a management review by MPD Budget and Finance to verify reported daily revenue is consistent with the permit numbers reported distributed by each district station, and verify returned permit stock is reconciled to permits distributed by DPW, sold, and replaced. This management review will ensure internal reconciliations are performed timely and accurately.



Police Department

Edward A. Flynn
Chief of Police

June 27, 2011

W. Martin Morics
City Comptroller
200 East Wells, 4th Floor
Milwaukee, WI 53202

RE: Audit of MPD Cash Handling
Response to Audit

Dear Mr. Morics:

This letter is in response to your Department's audit of the Milwaukee Police Department's (MPD) Cash Handling Procedures. This audit included the review of cash handling procedures and controls used at our District Stations and within the Budget and Finance Section.

In general, it appears that the MPD's cash handling procedures and controls are sufficient and effective. The audit does make several recommendations to improve our processes:

Recommendation No. 1: The MPD should verify that the Treasurer's Cash Receipts agree with our reported revenue.

The MPD agrees to have the Budget & Finance Section verify the City Treasurer's cash receipt entries for accuracy against the MPD's records.

Recommendation No. 2: The MPD should reconcile Parking permits sold.

Recommendation No. 3: The MPD should return unsold permit stock to DPW with reconciliation.

Recommendation No. 4: Budget & Finance should review permit data for accuracy.

The MPD will work with the DPW-Parking Division to address the issues raised in these recommendations. With less than 4% of the overall night parking permits being sold by the MPD, we will strive to make changes that are effective and reasonable to the overall process.

I would like to thank you and your audit staff for your very helpful analysis of this important function of our Department.

Sincerely,

EDWARD A. FLYNN
CHIEF OF POLICE

EAF:DFR

PW FILE NUMBER: 110411

[illegible]



Legislation Details (With Text)

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File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

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Sponsors: THE CHAIR

Indexes: AUDITS, HEALTH DEPARTMENT

Attachments: Audit, Hearing Notice List

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110661

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Sponsor
THE CHAIR

Title
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Requestor

Drafter
Comptroller
WMM Ltr
9/1/11



**Audit of
Health Department
Cashiering Controls**

W. MARTIN MORICS

City Comptroller
City of Milwaukee, Wisconsin

September 2011

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Office of the Comptroller
September 1, 2011

W. Martin Morics, C.P.A.
Comptroller

Michael J. Daun
Deputy Comptroller

John M. Egan, C.P.A.
Special Deputy Comptroller

Craig D. Kammholz
Special Deputy Comptroller

To the Honorable
The Common Council
City of Milwaukee

Dear Council Members:

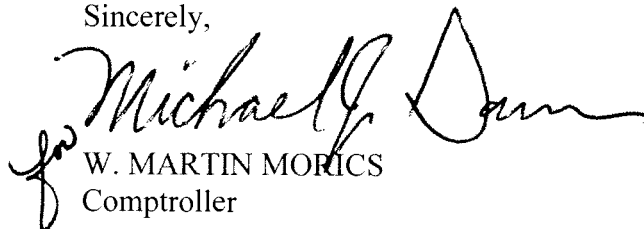
The attached report summarizes the results of our Audit of the Health Department Cashiering Controls. The objectives of the audit were to evaluate internal controls over cash in the Health Department, evaluate reconciliation and deposit activities, and to evaluate the safeguarding of receipts prior to deposit with the City Treasurer.

The audit determined that cash controls in the Health Department are reasonable with room for improvement. The audit makes six recommendations to strengthen controls.

Audit findings are discussed in the Audit Conclusions and Recommendations section of this report, which is followed by the Health Department's response.

Appreciation is expressed for the cooperation extended to the auditors by the staff of the Health Department.

Sincerely,


for W. MARTIN MORICS
Comptroller

I. Audit Scope and Objectives

The audit examined procedures and controls for cash collections in the Health Department, including the collections at the Consumer Environmental Health Division, Vital Statistics Division, and Lead Abatement Division. The audit also examined daily close procedures of these collections when transferred to central accounting for entry into the City's general ledger system and then deposit to the City Treasurer.

This audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit obtain sufficient, appropriate evidence to provide a reasonable basis for the findings and conclusions based on the audit objectives. The Office of the Comptroller believes that the evidence obtained provides a reasonable basis for the audit's findings and conclusions based on the audit objectives.

Audit procedures for this report were conducted in April 2011. Initially, walkthroughs and observations were completed in order to gain an understanding of all collections occurring within the Health Department. The auditor observed the accounting function prepare deposit slips and FMIS journal entries from a day's collections. The audit then selected samples from each division to test if the controls identified were operating effectively.

The objectives of the audit were to:

- Evaluate the internal controls over collection of receipts
- Evaluate the reconciliation and deposit activities of cash receipts
- Evaluate the safeguarding of the receipts prior to deposit with the City Treasurer

II. Organizational and Fiscal Impact

The mission of the Health Department is to assure that the City of Milwaukee is the healthiest city in the nation, with the best personal health care, environmental health, and population-based preventive services possible. The Health Department engages in the following activities in order to accomplish its mission. These services include the division of Consumer Environmental Health which inspects licenses and enforces health codes to various types of restaurants and businesses. They also provide health education initiatives and disease control by providing immunizations at various health clinics around the City. The Department also provides lead abatement initiatives to prevent childhood poisoning. Finally, the division of Vital Statistics

issues copies of birth and death certificates to residents.

In 2010, the revenues of the Health Department for services it provided totaled \$2,479,971. Of this amount, approximately \$2 million were for food and restaurant licenses. The 2011 City budget adopted that food and restaurant licenses be transferred to the City Clerk. The Health Department continues to conduct the inspections, but licenses are being issued at the City Clerk and payments for the licenses are collected at the City Treasurer. Approximately \$348,000 of these revenues are accounted for by the weights and measures licenses, \$86,000 for vital statistic fees, \$17,000 for lead abatement permits, and \$11,000 to tattoo licenses.

Payments for these services and licenses are made through mail and walk-in payments. Cash, check, and credit card are all accepted for licenses, permits and certificates issued and sold by Consumer Environmental Health, Lead Abatement and Vital Statistics.

III. Audit Conclusions and Recommendations

Cash controls are designed to provide management with assurance that cash is received and disbursed accurately; that cash transactions are processed and recorded properly; and that cash is adequately safeguarded and deposited.

Cash controls are reasonable; however, there is room for improvement. The Health Department's divisions have varying levels of cashiering controls. The cash collection functions are more manual at the Health Department, but with some adequate practices in place. Some divisions have a lack of separation of duties due to staffing levels while other divisions have sufficient staffing with different opportunities for improvement. The audit focused on the cash collections for Consumer Environmental Health, Vital Statistics and Lead Abatement permits. Flu vaccinations at the clinics around the City were not tested as the revenue from this was minimal in 2010 and there were no actual collections in 2011, since vaccinations were provided free of charge.

This audit makes six recommendations to improve cash controls for the divisions and accounting of the Health Department.

A. Daily Cashiering Controls

Internal controls over cash are designed to: assure that cash is received and disbursed accurately; that cash transactions are recorded properly; and that remaining cash, or inventory, is safeguarded from loss, including theft. Strong controls also provide protection to employees from charges of inappropriate handling or misreporting of cash.

When a transaction occurs, certain procedures and controls need to be in place to provide for a solid audit trail. Evidence of the existence of a transaction is the most important documentation needed.

The audit disclosed the following observations as areas for improvement over daily cashiering functions.

- Receipts are not generated or given for all transactions regardless of division processed in.
- Current records maintained do not link the payments with the transaction related documents such as with application, permit or license numbers.
- Physical security of cash may be at heightened risk before deposit to the City Treasurer.

The following recommendations aim to improve these observations to further strengthen controls.

Recommendation 1: Generate a receipt for each transaction processed

Receipts need to be given for each transaction processed within each division issuing a license, permit, or selling a death or birth certificate.

- Lead Abatement permits - the cashier needs to generate and give a manual receipt from a receipt book.
- Vital Statistics and Consumer Environmental Health - generate and hand out a receipt for each transaction.

Recommendation 2: Record application, permit or license number for each transaction

For each sale or issuance of license, permit or birth/death certificate, the application, permit or license number should be recorded within the manual log of receipts. This process will ensure a link between the payment and the document issued or sold for the transaction.

Recommendation 3: Physical security of cash needs to be enhanced

Physical security of cash needs to be strengthened within the divisions as well as when it is secured at the departmental level before deposit to the City Treasurer. The divisions need to ensure that cash and checks are secured within their offices if it is not transferred immediately at the end of the day to accounting. Once transferred, physical security procedures need to be strengthened in order to ensure that only a limited number of staff have access to the cash deposits before deposit to the City Treasurer.

- Keys to cash drawers within the divisions need to be secured in areas where limited staff has access to them.
- Accounting staff needs to secure cash and checks so a minimum number of staff have access to it including other accounting personnel who have no direct involvement with the cash and checks (such as payroll clerks).

B. Daily Reconciliation and Accounting Procedures

When cash is collected for the day, close out and reconciliation procedures need to be completed in order to ensure that there are payments for all licenses, permits, and certificates sold. Transaction related documents need to be accounted for and matched up against the payments collected in order to ensure accuracy. Supervisory control is also necessary in order to review the cashiers' processing of transactions.

The audit disclosed the following observations of the cash close out procedures for the three divisions and the accounting section.

- There are no verification procedures conducted on a daily basis by the supervisors in the division. The cashiers close out and take all relevant documents to accounting themselves.

- The cash log provided to the accounting clerk is used to verify the physical cash. The accounting clerk does not check to make sure that the transactions recorded are complete. This staff member only counts the cash to ensure that it matches to the log.
- There is a lack of segregation of duties within accounting in regards to recording revenue, verifying cash, and depositing to the City Treasurer.

The following are recommendations to alleviate these issues above and strengthen controls within the divisions and accounting section of the department.

Recommendation 4: Supervisors within divisions or accounting should review cashiers transactions at daily close out for proper completion

The Department should determine if it is more practical for the supervisor within each division or for accounting to review each day's transactions for completeness. Each division's daily collections should be agreed to the transaction related documents and the total payments received (cash, checks, and credit card receipts). Each payment should be able to be matched up against each license, birth/death certificate, or lead permit issued or sold for the day.

Recommendation 5: Duties should be segregated among the accounting staff in order to ensure proper deposit and recording of daily cash collections

The procedures within accounting need to be redesigned to ensure that daily deposit, reconciliation, and revenue recording activities are properly segregated among employees. Ideally, the same employee should not record the revenue, maintain custody of the assets, (cash and checks) prepare, and make the deposit to the City Treasurer.

C. Deposits to City Treasurer

Deposits to the City Treasurer need to occur frequently in order to ensure timely deposit of the cash to the bank. Cash can then be invested more quickly so that interest income can begin to accumulate as early as possible. Accuracy of the cash being deposited is also important. The City Treasurer tellers need to verify the cash that the departments take over for deposit.

The Treasurer issues receipts to the departments and taxpayers when a transaction is processed through their office. This process is essential for the departmental deposits since the cash and checks represent the department's revenue collections. A receipt should always be given when the department (customer) walks in to make a deposit. Currently, the Treasurer is taking the deposit slips and currency from the Health Department and not issuing a receipt until later when they have time to process the deposits and recount the cash. They do not count the cash in front of the departmental employee. This is a procedural weakness of the City Treasurer that needs to be remedied within their office.

Consequently, if the Treasurer does not implement any changes to the current procedure, the Health department needs to consider the following recommendation to mitigate this matter.

Recommendation 6: Verify that deposit slip and Treasurer receipt match

Since the Treasurer is not issuing a receipt to the accounting clerk at the time of drop off, the amounts listed on the receipt should be matched up to the deposit slip by the Health Department. This should also be reported to the divisions to inform them that their cash has been deposited accurately. These procedures will ensure that all cash, checks and documentation submitted by the accounting clerk on the deposit slip were deposited and recorded accurately by the Treasurer.



Health Department

Tom Barrett
Mayor

Bevan K. Baker, FACHE
Commissioner of Health

Raquel M. Filmanowicz
Health Operations Administrator

Family and Community Health Services

web site: www.milwaukee.gov/health

August 31, 2011

W. Martin Morics
Comptroller
City Hall, Room 404

RE: 2011 Audit of the Health Department Cashiering Controls

Dear Mr. Morics:

This is the written response to the Audit of the Health Department's Cashiering Controls dated July 2011. Below are the specific responses to the six (6) recommendations cited in the audit.

Recommendation 1 – Generate a receipt for each transaction processed.

We agree with this recommendation as it relates to our Lead Abatement permits and Vital Statistics Section. The Consumer Environmental Health Section already generates a receipt for each transaction which is reconciled with the invoice and license generated through the CHILI's software program.

New procedures have been implemented in the Lead Section that connects the permit number with the receipt provided as well as the log of permits issued.

The Vital Statistics Section will be purchasing a new cash register to implement several of the recommendations of this audit. We will look for a cash register that has the capability to handle the more complex receipt specifications necessary to provide the details of each transaction as specified in this recommendation.

Recommendation 2 – Record application, permit or license number for each transaction.

We agree with the recommendation as it relates to our Lead Abatement permits and Vital Statistics Section. The Consumer Environmental Health Section already links the payment for each transaction which is reconciled with the invoice and license generated through the CHILI's software program.

Think Health. Act Now!

New procedures have been implemented in the Lead Section that links the permit number with the receipt provided as well as the log of permits issued.

As described previously, the Vital Statistics Section will be looking for a new cash register that has the capability to handle the link between the payment and a unique local file number of the Birth or Death Certificate being issued.

Recommendation 3 – Physical security of cash needs to be enhanced.

We agree with the recommendation and will ensure that additional security measures are taken within each division. This may include but not limited to the issuance of keys or installation of keyed cash drawers, purchase of new cash registers, moving of cash registers, and purchase of separate cash boxes for each section to store in the central safe. Each section will be assessed individually and measures will be implemented to meet their specific operations and physical space issues as well as our budgetary limitations.

Recommendation 4 – Supervisors within divisions or accounting should review cashiers transactions at daily close out for proper completion.

We agree with the recommendation and will implement a procedure in each section that will require a supervisor or manager to review daily transactions at the daily close.

Recommendation 5 – Duties should be segregated among the accounting staff in order to ensure proper deposit and recording of daily cash collections.


We do not entirely agree with this recommendation due to impracticability, but will implement partial compensating controls. We are investigating the option of having each section make its own deposit to the Treasurer's Office, while the accounting section maintains the responsibility for recording the revenue in FMIS and maintain all records. We feel confident that the records kept by each section are still complete enough to provide a reconciliation of the deposits. We also feel that the custody of the assets (cash and checks) is should be maintained centrally in the safe on the 3rd Floor of the ZMB upon close each day, however with the implementation of recommendation 3 the physical security will be enhanced and segregated within the safe.

Recommendation 6 – Verify that deposit slip and Treasurer receipt match

We agree with this recommendation and will implement a new procedure to ensure that once the Treasurer's receipt is received the Accounting Assistant II will verify that it matches the deposit slip and then provide confirmation to the affected program. This was already implemented in Vital Statistics and is part of the monthly reconciliation of the deposit summary. As a result of the audit this has already been implemented in the Consumer Environmental Health Food Licensing Division and Lead Section.

Please direct any questions on the above responses to Yvette Rowe, Business Operations Manager, at X3997.

Sincerely,

A handwritten signature in black ink that reads "Bevan K. Baker (RUF)". The signature is written in a cursive, flowing style.

Bevan K. Baker, FACHE
Commissioner of Health

PW FILE NUMBER: 110661

[illegible]



Legislation Details (With Text)

File #: 110452 **Version:** 1
Type: Ordinance **Status:** In Committee
File created: 7/26/2011 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:
Title: A substitute ordinance to further amend the 2011 rates of pay of offices and positions in the City Service.
Sponsors: THE CHAIR
Indexes: SALARY ORDINANCE
Attachments: Proposed Substitute A

Date	Ver.	Action By	Action	Result	Tally
7/26/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/13/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/15/2011	0	FINANCE & PERSONNEL COMMITTEE	RECOMMENDED FOR PASSAGE	Pass	5:0
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO	Pass	14:0
9/30/2011	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

110452

Version

Substitute 1

Reference

100413

Sponsor

THE CHAIR

Title

A substitute ordinance to further amend the 2011 rates of pay of offices and positions in the City Service.

Analysis

This substitute ordinance changes the rates of pay in the following department:

Police Department

Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Part 1, Section 19 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Pay Ranges 831 through 842 delete the current biweekly rates of pay and substitute therefor the following biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,348.19 2,436.67 2,528.74 2,624.46 2,723.982,827.56

Pay Range 835

Official Rate - Biweekly

2,577.92 2,677.44 2,781.02 2,888.66 3,000.65 3,116.95

Pay Range 836

Official Rate - Biweekly

2,677.44 2,781.02 2,888.66 3,000.65 3,116.953,238.07

Pay Range 839

Official Rate - Biweekly

3,000.65 3,116.95 3,238.07 3,363.98 3,495.003,631.18

Pay Range 842

Official Rate - Biweekly

3,363.98 3,495.00 3,631.18 3,772.86 3,920.194,073.40

Part 2. Part 1, Section 19 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Pay Range 831

Official Rate - Biweekly

2,430.38 2,521.95 2,617.25 2,716.32 2,819.322,926.52

Add footnote designation “3/” which should read as follows: “3/ Effective Pay Period 1, 2012, and employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,446.25, 2,537.83, 2,633.12, 2,732.19, 2,835.20, 2,942.40.”

Add footnote designation “4/” which should read as follows: “4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,466.10, 2,557.68, 2,652.97, 2,752.04, 2,855.05, 2,962.25.”

Add footnote designation “5/” which should read as follows: “5/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates:

2,474.04, 2,565.62, 2,660.91, 2,759.98, 2,862.99, 2,970.19.”

Pay Range 835

Official Rate - Biweekly

2,629.48 2,730.99 2,836.64 2,946.43 3,060.66, 3,179.29

Add footnote designation “1/” which should read as follows: “1/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,645.13, 2,746.64, 2,852.29, 2,962.08, 3,076.31, 3,194.94.”

Add footnote designation “2/” which should read as follows: “2/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,664.69, 2,766.20, 2,871.85, 2,981.64, 3,095.87, 3,214.50.”

Add footnote designation “3/” which should read as follows: “3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 2,672.51, 2,774.02, 2,879.67, 2,989.47, 3,103.70, 3,222.32.”

Pay Range 836

Official Rate - Biweekly

2,730.99 2,836.64 2,946.43 3,060.66 3,179.29, 3,302.83

Add footnote designation “3/” which should read as follows: “3/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,746.64, 2,852.29, 2,962.08, 3,076.31, 3,194.94, 3,318.48.”

Add footnote designation “4/” which should read as follows: “4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,766.20, 2,871.85, 2,981.64, 3,095.87, 3,214.50, 3,338.04.”

Add footnote designation “5/” which should read as follows: “5/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 2,774.02, 2,879.67, 2,989.47, 3,103.70, 3,222.32, 3,345.87.”

Pay Range 839

Official Rate - Biweekly

3,060.66 3,179.29 3,302.83 3,431.26 3,564.90, 3,703.80

Add footnote designation “2/” which should read as follows: “2/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 3,076.31, 3,194.94, 3,318.48, 3,446.91, 3,580.55, 3,719.45.”

Add footnote designation “3/” which should read as follows: “3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 3,095.87, 3,214.50, 3,338.04, 3,466.47, 3,600.11, 3,739.01.”

Add footnote designation “4/” which should read as follows: “4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 3,103.70, 3,222.32, 3,345.87, 3,474.29, 3,607.93, 3,746.84.”

Pay Range 842

Official Rate - Biweekly

3,431.26 3,564.90 3,703.80 3,848.32 3,998.59,154.87

Add footnote designation “2/” which should read as follows: “2/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 3,446.91, 3,580.55, 3,719.45, 3,863.96, 4,014.24, 4,170.51.”

Add footnote designation “3/” which should read as follows: “3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 3,466.47, 3,600.11, 3,739.01, 3,883.53, 4,033.80, 4,190.08.”

Add footnote designation “4/” which should read as follows: “4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 3,474.29, 3,607.93, 3,746.84, 3,891.35, 4,041.63, 4,197.90.”

Part 3. Part 1, Section 19 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Pay Range 831

Official Rate - Biweekly

2,460.76 2,553.47 2,649.97 2,750.27 2,854.56,963.10

Amend footnote designation “3/” to read as follows: “3/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,476.83, 2,569.55, 2,666.03, 2,766.34, 2,870.64, 2,979.18.”

Amend footnote designation “4/” to read as follows: “4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,496.93, 2,589.65, 2,686.13, 2,786.44, 2,890.74, 2,999.28.”

Amend footnote designation “5/” to read as follows: “5/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 2,504.97, 2,597.69, 2,694.17, 2,794.48, 2,898.78, 3,007.32.”

Pay Range 835

Official Rate - Biweekly

2,655.77 2,758.30 2,865.01 2,975.89 3,091.27,3,211.08

Amend footnote designation “1/” to read as follows: “1/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,671.58, 2,774.11, 2,880.81, 2,991.70, 3,107.07, 3,226.89.”

Replace footnote designation “2/” with the following: “2/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,691.34, 2,793.86, 2,900.57, 3,011.46, 3,126.83, 3,246.65.”

Amend footnote designation “3/” to read as follows: “3/ Effective Pay Period 14, 2012, an employee who has

attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,699.24, 2,801.76, 2,908.47, 3,019.36, 3,134.74, 3,254.54."

Pay Range 836

Official Rate - Biweekly

2,758.30 2,865.01 2,975.89 3,091.27 3,211.08, 3,335.86

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,774.11, 2,880.81, 2,991.70, 3,107.07, 3,226.89, 3,351.66."

Amend footnote designation "4/" to read as follows: "4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,793.86, 2,900.57, 3,011.46, 3,126.83, 3,246.65, 3,371.42."

Amend footnote designation "5/" to read as follows: "5/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,801.76, 2,908.47, 3,019.36, 3,134.74, 3,254.54, 3,379.33."

Pay Range 839

Official Rate - Biweekly

3,091.27 3,211.08 3,335.86 3,465.57 3,600.55, 3,740.84

Amend footnote designation "2/" to read as follows: "2/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 3,107.07, 3,226.89, 3,351.66, 3,481.38, 3,616.36, 3,756.64."

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 3,126.83, 3,246.65, 3,371.42, 3,501.13, 3,636.11, 3,776.40."

Amend footnote designation "4/" to read as follows: "4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 3,134.74, 3,254.54, 3,379.33, 3,509.03, 3,644.01, 3,784.31."

Pay Range 842

Official Rate - Biweekly

3,465.57 3,600.55 3,740.84 3,886.80 4,038.58, 4,196.42

Amend footnote designation "2/" to read as follows: "2/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 3,481.38, 3,616.36, 3,756.64, 3,902.60, 4,054.38, 4,212.22."

Amend footnote designation "3/" to read as follows: "3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 3,501.13, 3,636.11, 3,776.40, 3,922.37, 4,074.14, 4,231.98."

Amend footnote designation "4/" to read as follows: "4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 3,509.03,

3,644.01, 3,784.31, 3,930.26, 4,082.05, 4,239.88.”

Part 4. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 5. The provisions of Part 1 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2010 (December 27, 2009).

Part 6. The provisions of Part 2 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2011 (December 26, 2010).

Part 7. The provisions of Part 3 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2012 (December 25, 2011).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after its passage and publication.

Part 8. This ordinance will take effect and be in force from and after its passage and publication.

Drafter
City Clerk's Office
tb
9-14-11

..Number

110452

..Version

Proposed Substitute A

..Reference

100413

..Sponsor

THE CHAIR

..Title

A substitute ordinance to further amend the 2011 rates of pay of offices and positions in the City Service.

..Analysis

This substitute ordinance changes the rates of pay in the following departments:

Employes' Retirement System, Fire Department, Municipal Court, Police Department

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Part 1, Section 2 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Salary Grade 11, add the title "ERS Functional Applications Manager" and footnote "3" to read as follows: "3/ Recruitment may be at any rate in the salary grade, subject to prior approval by the Department of Employee Relations and the Chair of the Committee on Finance & Personnel".

Part 2. Part 1, Section 8 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Pay Range 540 add the footnote designation "9/" after the title "Municipal Court Clerk I" and add footnote "9/" to read as follows: "9/ Effective September 18, 2011, employees employed in the Municipal Court shall be eligible to receive an additional \$1.00 per hour while performing interpreter duties for court proceedings from Spanish to English and vice versa."

Part 3. Part 1, Section 19 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2010 – December 27, 2009):

Under Pay Ranges 831 through 842 delete the current biweekly rates of pay and substitute therefor the following biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,348.19	2,436.67	2,528.74	2,624.46	2,723.98	2,827.56
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Pay Range 835

Official Rate - Biweekly

2,577.92	2,677.44	2,781.02	2,888.66	3,000.65	3,116.95
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Pay Range 836

Official Rate - Biweekly

2,677.44	2,781.02	2,888.66	3,000.65	3,116.95	3,238.07
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Pay Range 839

Official Rate - Biweekly

3,000.65	3,116.95	3,238.07	3,363.98	3,495.00	3,631.18
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Pay Range 842

Official Rate - Biweekly

3,363.98	3,495.00	3,631.18	3,772.86	3,920.19	4,073.40
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Part 4. Part 1, Section 19 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2011 – December 26, 2010):

Under Pay Ranges 831 through 842 delete the current biweekly rates of pay and substitute therefor the following biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,430.38	2,521.95	2,617.25	2,716.32	2,819.32	2,926.52
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Add footnote designation “3/” which should read as follows: “3/ Effective Pay Period 1, 2012, and employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,446.25, 2,537.83, 2,633.12, 2,732.19, 2,835.20, 2,942.40.”

Add footnote designation “4/” which should read as follows: “4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,466.10, 2,557.68, 2,652.97, 2,752.04, 2,855.05, 2,962.25.”

Add footnote designation “5/” which should read as follows: “5/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 2,474.04, 2,565.62, 2,660.91, 2,759.98, 2,862.99, 2,970.19.”

Pay Range 835

Official Rate - Biweekly

2,629.48 2,730.99 2,836.64 2,946.43 3,060.66 3,179.29

Add footnote designation "1/" which should read as follows: "1/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,645.13, 2,746.64, 2,852.29, 2,962.08, 3,076.31, 3,194.94."

Add footnote designation "2/" which should read as follows: "2/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,664.69, 2,766.20, 2,871.85, 2,981.64, 3,095.87, 3,214.50."

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,672.51, 2,774.02, 2,879.67, 2,989.47, 3,103.70, 3,222.32."

Pay Range 836

Official Rate - Biweekly

2,730.99 2,836.64 2,946.43 3,060.66 3,179.29 3,302.83

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 2,746.64, 2,852.29, 2,962.08, 3,076.31, 3,194.94, 3,318.48."

Add footnote designation "4/" which should read as follows: "4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 2,766.20, 2,871.85, 2,981.64, 3,095.87, 3,214.50, 3,338.04."

Add footnote designation "5/" which should read as follows: "5/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 2,774.02, 2,879.67, 2,989.47, 3,103.70, 3,222.32, 3,345.87."

Pay Range 839

Official Rate - Biweekly

3,060.66 3,179.29 3,302.83 3,431.26 3,564.90 3,703.80

Add footnote designation "2/" which should read as follows: "2/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate's Degree or 64 Credits shall be paid the following biweekly rates: 3,076.31, 3,194.94, 3,318.48, 3,446.91, 3,580.55, 3,719.45."

Add footnote designation "3/" which should read as follows: "3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor's Degree shall be paid the following biweekly rates: 3,095.87, 3,214.50, 3,338.04, 3,466.47, 3,600.11, 3,739.01."

Add footnote designation "4/" which should read as follows: "4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master's Degree or Higher shall be paid the following biweekly rates: 3,103.70, 3,222.32, 3,345.87, 3,474.29, 3,607.93, 3,746.84."

Pay Range 842

Official Rate - Biweekly

3,431.26	3,564.90	3,703.80	3,848.32	3,998.59	4,154.87
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Add footnote designation “2/” which should read as follows: “2/ Effective Pay Period 1, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 3,446.91, 3,580.55, 3,719.45, 3,863.96, 4,014.24, 4,170.51.”

Add footnote designation “3/” which should read as follows: “3/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 3,466.47, 3,600.11, 3,739.01, 3,883.53, 4,033.80, 4,190.08.”

Add footnote designation “4/” which should read as follows: “4/ Effective Pay Period 1, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 3,474.29, 3,607.93, 3,746.84, 3,891.35, 4,041.63, 4,197.90.”

Part 5. Part 1, Section 19 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2012 – December 25, 2011):

Under Pay Ranges 831 through 842 delete the current biweekly rates of pay and substitute therefor the following biweekly rates of pay:

Pay Range 831

Official Rate - Biweekly

2,460.76	2,553.47	2,649.97	2,750.27	2,854.56	2,963.10
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Amend footnote designation “3/” to read as follows: “3/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,476.83, 2,569.55, 2,666.03, 2,766.34, 2,870.64, 2,979.18.”

Amend footnote designation “4/” to read as follows: “4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,496.93, 2,589.65, 2,686.13, 2,786.44, 2,890.74, 2,999.28.”

Amend footnote designation “5/” to read as follows: “5/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 2,504.97, 2,597.69, 2,694.17, 2,794.48, 2,898.78, 3,007.32.”

Pay Range 835

Official Rate - Biweekly

2,655.77	2,758.30	2,865.01	2,975.89	3,091.27	3,211.08
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Amend footnote designation “1/” to read as follows: “1/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,671.58, 2,774.11, 2,880.81, 2,991.70, 3,107.07, 3,226.89.”

Replace footnote designation “2/” with the following: “2/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,691.34, 2,793.86, 2,900.57, 3,011.46, 3,126.83, 3,246.65.”

Amend footnote designation “3/” to read as follows: “3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 2,699.24, 2,801.76, 2,908.47, 3,019.36, 3,134.74, 3,254.54.”

Pay Range 836

Official Rate - Biweekly

2,758.30	2,865.01	2,975.89	3,091.27	3,211.08	3,335.86
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Amend footnote designation “3/” to read as follows: “3/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 2,774.11, 2,880.81, 2,991.70, 3,107.07, 3,226.89, 3,351.66.”

Amend footnote designation “4/” to read as follows: “4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 2,793.86, 2,900.57, 3,011.46, 3,126.83, 3,246.65, 3,371.42.”

Amend footnote designation “5/” to read as follows: “5/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 2,801.76, 2,908.47, 3,019.36, 3,134.74, 3,254.54, 3,379.33.”

Pay Range 839

Official Rate - Biweekly

3,091.27	3,211.08	3,335.86	3,465.57	3,600.55	3,740.84
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Amend footnote designation “2/” to read as follows: “2/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 3,107.07, 3,226.89, 3,351.66, 3,481.38, 3,616.36, 3,756.64.”

Amend footnote designation “3/” to read as follows: “3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 3,126.83, 3,246.65, 3,371.42, 3,501.13, 3,636.11, 3,776.40.”

Amend footnote designation “4/” to read as follows: “4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 3,134.74, 3,254.54, 3,379.33, 3,509.03, 3,644.01, 3,784.31.”

Pay Range 842

Official Rate - Biweekly

3,465.57	3,600.55	3,740.84	3,886.80	4,038.58	4,196.42
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Amend footnote designation “2/” to read as follows: “2/ Effective Pay Period 14, 2012, an employee who has attained or maintained an Associate’s Degree or 64 Credits shall be paid the following biweekly rates: 3,481.38, 3,616.36, 3,756.64, 3,902.60, 4,054.38, 4,212.22.”

Amend footnote designation “3/” to read as follows: “3/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Bachelor’s Degree shall be paid the following biweekly rates: 3,501.13, 3,636.11, 3,776.40, 3,922.37, 4,074.14, 4,231.98.”

Amend footnote designation “4/” to read as follows: “4/ Effective Pay Period 14, 2012, an employee who has attained or maintained a Master’s Degree or Higher shall be paid the following biweekly rates: 3,509.03, 3,644.01, 3,784.31, 3,930.26, 4,082.05, 4,239.88.”

Part 6. Part 1, Section 20 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2010 - December 27, 2009):

The existing footnotes under these pay ranges are to be retained.

Under Pay Ranges 850 through 857, maintain the current biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,447.03	1,506.44	1,673.37	1,840.73	2,025.27	2,228.80	2,431.94
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Pay Range 853

Official Rate – Biweekly

1,820.82	1,860.74	2,294.92	2,385.63	2,574.53
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Pay Range 856

Official Rate - Biweekly

2,324.40	2,415.65	2,510.54	2,609.20	2,711.88
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Pay Range 857

Official Rate - Biweekly

2,609.20	2,711.88	2,818.62	2,929.60	3,044.91	3,164.97
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Part 7. Part 1, Section 20 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2011 - December 26, 2010):

Under Pay Ranges 850 through 857 delete the current biweekly rates of pay and substitute therefore the following biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,111.96	1,482.61	1,542.02	1,708.95	1,876.31	2,060.85	2,264.38	2,467.52
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Add footnote designation "2/" which shall read as follows: "2/ Upon graduation from the Academy an employee shall move to Step 1."

Pay Range 853

Official Rate - Biweekly

1,856.40	1,896.32	2,330.50	2,421.21	2,610.11
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Pay Range 856

Official Rate - Biweekly

2,379.21	2,470.46	2,565.35	2,664.01	2,766.69
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Pay Range 857

Official Rate - Biweekly

2,621.70	2,724.38	2,831.12	2,942.10	3,057.41	3,177.47
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Part 8. Part 1, Section 20 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 26, 2011 - December 11, 2011):

Under Pay Ranges 850 through 857 delete the current biweekly rates of pay and substitute therefore the following biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,144.76	1,526.35	1,587.51	1,759.36	1,931.66	2,121.65	2,331.18	2,540.31
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Pay Range 853

Official Rate - Biweekly

1,911.16	1,952.26	2,399.25	2,492.64	2,687.11
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Pay Range 856

Official Rate - Biweekly

2,449.40	2,543.34	2,641.03	2,742.60	2,848.31
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Pay Range 857

Official Rate - Biweekly

2,699.04	2,804.75	2,914.64	3,028.89	3,147.60	3,271.21
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Part 9. Part 1, Section 20 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 14, 2012 - June 24, 2012):

Under Pay Ranges 850 through 857 delete the current biweekly rates of pay and substitute therefore the following biweekly rates of pay:

Pay Range 850

Official Rate - Biweekly

1,156.21	1,541.61	1,603.39	1,776.95	1,950.98	2,142.87	2,354.49	2,565.71
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Pay Range 853

Official Rate - Biweekly

1,930.27	1,971.78	2,423.24	2,517.57	2,713.98
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Pay Range 856

Official Rate - Biweekly

2,473.89	2,568.77	2,667.44	2,770.03	2,876.79
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Pay Range 857

Official Rate - Biweekly

2,726.03	2,832.80	2,943.79	3,059.18	3,179.08	3,303.92
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Part 10. Part 1, Section 23 of ordinance File Number 100413 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Pay Range 928, amend footnote “1/” to read as follows: “1/Employees to be advanced to the next step in the pay range after each season of successful job experience.”

Part 11. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 12. The provisions of Part 3 and Part 6 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2010 (December 27, 2009).

Part 13. The provisions of Part 4 and Part 7 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2011 (December 26, 2010).

Part 15. The provisions of Part 8 of this ordinance are deemed to be in force and effect from and after Pay Period 26, 2011 (December 11, 2011).

Part 14. The provisions of Part 5 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2012 (December 25, 2011).

Part 16. The provisions of Part 9 of this ordinance are deemed to be in force and effect from and after Pay Period 14, 2012 (June 24, 2012).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after its passage and publication.

Part 17. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter
City Clerk's Office
tb
10-3-11



Legislation Details (With Text)

File #: 110724 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 9/20/2011 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance to further amend the 2011 offices and positions in the City Service.

Sponsors:

Indexes: POSITIONS ORDINANCE

Attachments: Letter from DER Requesting Ordinance Change

Date	Ver.	Action By	Action	Result	Tally
9/20/2011	0	COMMON COUNCIL	ASSIGNED TO		
9/30/2011	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
110724
Version
Substitute 1
Reference
100414
Sponsor
THE CHAIR
Title

A substitute ordinance to further amend the 2011 offices and positions in the City Service.

Analysis

This substitute ordinance changes positions in the following departments:

Employees' Retirement System, Fire Department, Health Department, Department of Public Works

Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 1 of ordinance File Number 100414 relative to offices and positions in the City Service is hereby amended as follows:

Under "Employees' Retirement System, Information Systems", delete one position of "Systems Analyst-Senior" and add one position of "ERS Functional Applications Manager". Under "Management Support Services", delete one position of "Paralegal" and add one position of "Program Assistant II".

Under "Fire Department, Firefighting Division Decision Unit", add one position of "Fire Lieutenant". Under "Paramedic Service", delete one position of "Paramedic Field Lieutenant (C)(I)/Fire Paramedic Field Lieutenant (C)(I)".

Under "Health Department", change footnote "(BB)" to read as follows: "To expire 9/30/12 unless the Refugee

Health Screening Grant is extended” and change footnote “(SSS)” to read as follows: “To expire 9/30/12 unless the Project LAUNCH Grant is extended.” Under “Disease Control and Environmental Health Services Division, Home Environmental Health, Childhood Lead Poisoning Prevention Program (W)”, delete one position of “Lead Risk Assessor II (X)(W) (QQ)” and add one position of “Environmental Hygienist (X)(W) (QQ)”. Under “Family and Community Health Services Division, Comprehensive Home Visiting Grant (E)”, add one position of “Public Health Social Worker (X)(E)”

Under “Department of Public Works, Administrative Services Division”, delete one position of “Inventory and Purchasing Coordinator”. Under “Department of Administration, Business Operations Division”, add one position of “Purchasing Agent-DPW”.

Part 2. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

The provisions of this ordinance are deemed to be in force and effect from and after the first day of the first pay period following passage and publication.

Part 3. This ordinance will take effect and be in force from and after its passage and publication.

Drafter
City Clerk's Office
tb



Department of Employee Relations

MEMORANDUM

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

TO: Tobie Black, Staff Assistant
Finance and Personnel Committee
Office of the City Clerk

FROM: Andrea Knickerbocker, Human Resources Manager
Department of Employee Relations

DATE: September 19, 2011

RE: Administrative Positions Ordinance change

In the Salary Ordinance, under Pay Range 856, a footnote pertaining to the titles "Paramedic Field Lieutenant" and "Fire Paramedic Field Lieutenant" read as follows: "4/ Positions to be reclassified to Fire Lieutenant upon becoming vacant." This footnote was created in a job evaluation report approved by the Fire and Police commission on April 24, 2003; passed by the Finance Committee on May 7, 2003 (File #021610) and by the Common Council on May 13, 2003 (File #021593 & #021594). Five vacant positions were initially reclassified to Fire Lieutenant with the understanding that as future vacancies occur, the necessary Positions Ordinance changes will be handled administratively. Administrative changes were subsequently approved by the Common Council on June 24, 2003 and September 10, 2003.

The attached letters from the Fire and Police Commission and the Fire Department request that one additional vacant position of Fire Paramedic Field Lieutenant be reclassified to Fire Lieutenant. Since the procedure for reclassifying vacant positions of Paramedic Field Lieutenant/Fire Paramedic Field Lieutenant to Fire Lieutenant was recommended by the Department of Employee Relations, approved by the Fire and Police Commission and authorized in the Salary Ordinance by Common Council action, we classification change for this recent vacancy be made administratively as follows:

Under "Fire Department, Firefighting Division Decision Unit", add one position of "Fire Lieutenant" and under "Paramedic Service" delete one position of "Paramedic Field Lieutenant (C)(I)/Fire Paramedic Field Lieutenant (C)(I)."

Attachments: Letters date 9/7/11 and 8/23/11

C: Michael G. Tobin
Fire Chief Mark Rohlfing
Juliet Lee Battle



Fire and Police Commission

Michael G. Tobin
Executive Director

Richard C. Cox
Chair

Carolina M. Stark
Vice-Chair

Kathryn A. Hein
Paoi X. Lor
Sarah W. Morgan
Michael M. O'Hear
Commissioners

September 7, 2011

Maria Monteagudo, Director
Department of Employee Relations
City Hall - Room 706
200 E. Wells St.
Milwaukee, WI 53202

Dear Ms. Monteagudo:

I am writing to advise you that one position of Paramedic Field Lieutenant has become vacant due to a retirement. I am therefore requesting that the Positions Ordinance of the City be amended to reduce the authorized strength of the Paramedic Field Lieutenant/Fire Paramedic Field Lieutenant position by one and increase the authorized strength level of the position of Fire Lieutenant by one.

Sincerely,



Michael G. Tobin
Executive Director

MGT:mk

Att.



Fire Department

Mark Rohlfing
Chief

Gerard Washington
Assistant Chief
Michael Payne
Assistant Chief
Paul Conway
Assistant Chief

August 23, 2011

To the Honorable
The Board of Fire and Police Commissioners
200 East Wells Street, Room 706
Milwaukee, Wisconsin 53202

Dear Commissioners:

Pursuant to City of Milwaukee Ordinance Numbers 021593 and 021594 pertaining to the eventual reclassification of all positions of Paramedic Field Lieutenant/Fire Paramedic Field Lieutenant to Fire Lieutenant, I wish to notify you that one position recently became vacant.

Fire Paramedic Field Lieutenant Tyrone A. Powell has retired effective August 22, 2011. I respectfully request that one position of Fire Paramedic Field Lieutenant be reclassified to Fire Lieutenant.

Respectfully,



MARK ROHLFING
Chief

MR/jlb
FPC/Reclass/Lieutenant/Request Powell 0811