

AGREEMENT

Between

CITY OF MILWAUKEE

And

THE JOINT BARGAINING UNIT OF LOCAL #139, IUOE, AFL-CIO,

And

MILWAUKEE DISTRICT COUNCIL #48, AFSCME, AFL-CIO

Effective January 1, 2010, thru December 31, 2011

PREAMBLE

THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City" and JOINT BARGAINING UNIT OF LOCAL #139, IUOE, AFL-CIO and MILWAUKEE DISTRICT COUNCIL #48, AFSCME, AFL-CIO, as representative of employees who are employed by the City of Milwaukee, shall be treated as one party and hereinafter referred to as "Union".

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

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

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

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

It is intended by the parties hereto that the employer-employee relationship which exists now and has heretofore existed by and between the City and the members of the Union, who are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

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

ARTICLE 2

NEGOTIATIONS

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

ARTICLE 3

SUBORDINATE TO CHARTER

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

ARTICLE 4

ORDINANCE AND RESOLUTION REFERENCE

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

ARTICLE 5

NOTICES

- 5.1. All notices required to be sent by the Union to the City shall be in writing and sent by certified mail to the City Labor Negotiator.
- 5.2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the Business Manager, Local #139, IUOE and the Executive Director, Milwaukee District Council #48.
- 5.3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above where they deem it appropriate.
- 5.4. The City agrees to provide written notification to the Executive Director of Milwaukee District Council #48, AFSCME, AFL-CIO, and to the Recording Corresponding Secretary of Local 139, International Union of Operating Engineers, AFL-CIO, in advance of any negotiations regarding this Joint Labor Agreement.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.
- 6.2. The Union recognizes the exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours, and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this Contract.
- 6.3. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- 6.4. The City has the right to schedule and assign regular and overtime work as required.
- 6.5. The City reserves the right to discipline or discharge for cause.
- 6.6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 6.7. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where the continuation of work would be wasteful and unproductive.
- 6.8. It is and has been the policy of the City to make every effort to utilize its employees to perform work when they are qualified to do so and equipment is available, but the City reserves the right to contract out any work it deems necessary or desirable according to the dictates of good business practice. In the event the City decides to

contract out work, other than emergency work, which is normally performed for the City by this bargaining unit, it shall notify the Union at least ten (10) working days prior to contract execution. Any dispute arising over the interpretation of the provisions of this paragraph shall be subject to advisory arbitration only. Advisory arbitration shall be commenced by either party serving notice in writing of intent to proceed to advisory arbitration. Thereafter, the procedural steps set forth in the Arbitration Procedure Article of this Agreement shall apply except that the award of the arbitrator shall be advisory.

ARTICLE 7

RECOGNITION

- 7.1. The City recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining units and as the certified representative for those employees in these bargaining units occupying the classifications as defined in the appropriate "Certifications of Representatives" promulgated by the Wisconsin Employment Relations Commission. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
- 7.2. In adding new or additional equipment, the City will assign the equipment to that bureau or department and that bargaining unit within the bureau or department which customarily and traditionally does the work for which such equipment will be utilized. The City will notify the Union, in advance, of the addition of new types of equipment when such new types of equipment will be performing work which customarily and traditionally is associated with work covered by employees represented by this bargaining unit. Any dispute arising over the recognition of the Union shall be subject to final and binding arbitration, but any dispute arising over the interpretation of the provisions of this paragraph as to jurisdiction shall be subject to advisory arbitration only. Advisory arbitration shall be commenced by either party serving notice in writing of intent to proceed to advisory arbitration. Thereafter, the procedural steps set forth in the Arbitration Procedure Article Agreement shall apply except that the award of the arbitrator shall be advisory.

ARTICLE 8

UNION NEGOTIATING COMMITTEE

8.1. The Union shall advise the City of the names of its negotiators. The Union shall be allowed a total of 16 hours of employee's base salary for times spent in negotiations during regular working hours during the life of this Agreement. The Union shall determine the allocation of the 16 hours among the membership during negotiations.

ARTICLE 9

LIMITATIONS UPON UNION ACTIVITY

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

ARTICLE 10

DUES & FAIR SHARE DEDUCTIONS

- 10.1. An employee may authorize the City to deduct Union dues from their paycheck by executing an authorization card and submitting it to a City designated administrator. The check-off shall become effective two (2) pay periods after filing.
- 10.2. The Union shall be granted deductions for up to 26 or 27 pay periods, whichever is appropriate, upon submission of a necessary affidavit and certificate to the City Labor Negotiator.
- 10.3. The City will deduct from the biweekly earnings of all employees represented by the Joint Bargaining Unit of Local #139, IUOE, AFL-CIO, and Milwaukee District Council #48, AFSCME, AFL-CIO, who have not authorized dues deductions by dues deduction cards, a fair share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members and pay this amount to the Treasurer of the Union within ten (10) days after the payday from which the deduction was made. The City reserves the right to stop, withhold or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
- 10.4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employee dues deduction that is uniformly required of all employees represented by the Union. Changes in uniform employee dues or fair share amounts to be deducted shall be certified by the Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
- 10.5. The dues or fair-share deduction will be made to the Union which represents the employee the majority of their time in the pay period. If the time is equal, the dues or fair-share deduction will be made to the Union representing the employee the majority of time in the last week of the pay period.
- 10.6. The City will honor only dues deduction cards which authorize dues to the certified bargaining unit which represents the employee or dues deductions authorized by

employees in positions, divisions or bureaus not now certified to be represented by a certified bargaining unit. No dues or fair-share deductions will be made from the earnings of managerial, supervisory or confidential employees.

- 10.7. The City will provide the Union with a list of employees from whom dues or fair-share deductions were made with each biweekly remittance to the Union.
- 10.8. The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or agency shop deductions or the interpretation, application or enforcement of this provision.

ARTICLE 11

JOINT LABOR/MANAGEMENT COMMITTEES

11.1. Safety Committee

The City will allow this joint union to raise safety issues before the present District Council #48 Safety Committee in accordance with present procedures. Such requests by the Union must be by agreement of District Council #48 and Local #139. Employees shall be paid for meeting time when their presence at meetings is requested by the Committee.

11.2. Training Advisory Committee

- a. The Training Advisory Committee will be composed of six members. Three representing the Union (two of the Union members shall be a representative of Local #139, IUOE, AFL-CIO) and three members representing the City.
- b. The Committee shall attempt to develop a training program to train employees in the operation of City equipment.
- c. The Training Advisory Committee will inquire into the necessity of such training and continue to hold meetings for the purpose of recommending an appropriate training program that is acceptable to both the Union and the City. The Committee shall meet as often as they decide is necessary. The Committee may request the Division of Labor Relations or Personnel Department staff to attend Committee meetings and to provide assistance in developing a program.

11.3. Advisory Joint Labor/Management Committee on Job Picks Program

An advisory joint labor/management committee of equal labor and management representatives shall be established to study the issue of possible establishment of a job picks program and make advisory recommendations to the Buildings and Fleet Director and City Laborer Negotiator.

11.4. Advisory Labor/Management Communication/Safety Committee

An advisory Labor/Management Committee consisting of an equal number of City and Union representatives to explore options on communication/safety issues relating to sidewalk snow plowing and make recommendations to the Commissioner of Public

Works, City Labor Negotiator and Union Business Agents. The Committee will make recommendations to the Fleet Services Manager relative to the assignment of cell phones during snow and ice control operations.

11.5 Advisory Labor Management Committee on CDL 2005 Regulations

Create an advisory Joint Labor Management Committee to discuss the CDL 2005 regulation changes. The committee will make advisory recommendations to the City Labor Negotiator.

ARTICLE 12

PROHIBITION OF STRIKES AND LOCKOUTS

- 12.1. The Union shall neither cause nor counsel its members, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:
- a. Discharge as provided for by law.
 - b. Other disciplinary action as may be applicable to the employee.
 - c. Loss of all compensation, vacation benefits, and holiday pay as determined by the City.
- 12.2. In the event of strike, cessation, slowdown, or work stoppage not authorized by the Union, the Union shall within 24 hours of being notified by the City, act on this notification without an independent examination of the facts, by publicly notifying the press that it disavows the strike or work stoppage and by further individually notifying the members of the bargaining unit taking part in any such strike, slowdown, cessation or work stoppage that the Union has not authorized the strike and encouraging them to return to work.
- 12.3. The City will not lock out employees. If any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, the inability to work shall not be deemed a lockout under the provisions of this section.

ARTICLE 13

DISCIPLINE NOT SUBJECT TO JURISDICTION OF CITY SERVICE COMMISSION

- 13.1. Any discipline imposed on an employee which is not subject to the jurisdiction of the City Service Commission shall be for just cause only, as defined in Rule XIII, Section 5 of the City Service Commission and other such appropriate rules.

ARTICLE 14

GRIEVANCE PROCEDURE

- 14.1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
- 14.2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative within thirty (30) working days of either the occurrence of the incident leading to the grievance or the Union's knowledge of such incident, whichever is later.
- 14.3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Head or his/her designee within ten (10) working days of the completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the supervisor shall furnish the employee and the Union with a written answer to the grievance.
- 14.4. Step Three. If the grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the department head or his/her designee, who shall confer with the aggrieved and the Union and notify the aggrieved and the Union of a decision in writing within ten (10) working days from the date of such meeting.
- 14.5. When a grievance meeting is held at the third step of the grievance procedure, a named employee who has filed a grievance, and the Union official or representative whose presence for the purpose of giving testimony is required, shall be given notice of at least twenty-four (24) hours before a meeting is held unless the grievant and the Union waive the requirement of this notice.
- 14.6. If a Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, then the Union may proceed to the next step as provided.
- 14.7. All written grievance appeals shall set forth the provision of the Agreement under which the grievance was filed.

ARTICLE 15

ARBITRATION PROCEDURE

- 15.1. No item or issue may be the subject of arbitration unless arbitration is requested in writing within sixty (60) working days following the action or occurrence which gives rise to the issue to be arbitrated. A grievance shall not be the subject of arbitration if the arbitration hearing is not scheduled within one year from the date of the receipt of the notice of the intent to arbitrate, unless any one of the three parties has a legitimate reason for canceling the hearing.
- 15.2. Arbitration may be initiated by the Union serving upon the City a notice, in writing, of its intent to proceed to arbitration. The notice shall identify the contract provision upon which it relies, the grievance or grievances, the department, and the employees involved.
- 15.3. Unless the parties, within five working days following the receipt of the written notice agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall within five working days of the receipt of the list meet for the purpose of selecting the arbitrator by alternately striking names from the list until one name remains.
- 15.4. Whenever one of the parties deems the issue to be of such significance as to warrant a panel of three arbitrators, each party shall, within five working days of the request to proceed to arbitration, appoint one arbitrator and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairperson, who shall be selected in the manner and in the time specified for the selection of a single arbitrator.
- 15.5. For purposes of brevity, the term, "arbitrator", shall refer either to a single arbitrator or a panel of arbitrators, as the case may be.
- 15.6. The following subjects shall not be submitted to arbitration:
 - a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter

65, Wisconsin Statutes.

- b. The statutory or charter obligations which are by law delegated to the Common Council.
- c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.
- d. Any pension matter.
- e. Disputes or differences regarding the classification of positions, promotion of employees, and elimination of positions.

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

- 15.7. No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall cease. This provision, however, shall not affect any arbitration proceeding which was properly commenced prior to the expiration or termination of this Agreement.
- 15.8. The arbitrator selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall hear evidence that in their judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.
- 15.9. No award of any arbitrator may be retroactive for a period greater than sixty (60) working days prior to the formal request for arbitration as herein provided, nor shall

it cover or include any period prior to the date of execution of this Agreement.

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

ARTICLE 16

BASE SALARY

- 16.1.a. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the hourly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009.
- 16.2. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the Hours of Work Article of this Agreement.
- 16.3. The City reserves the right to make corrections of errors to the Prevailing Wage and/or Salary Ordinances if any are found.
- 16.4. The City reserves the right to make changes in the Prevailing Wage and/or Salary Ordinances to reflect classification changes recommended by the City Service Commission. This item shall not be subject to either advisory or final and binding arbitration.
- 16.5. Employees, while operating a snow-blower which is mounted on a Grader or a Heavy Loader, shall be paid at the hourly rate in Pay Range 962 (Backhoe pay).
- 16.6. An employee, while operating a Grad All, shall be paid an additional thirty-five (35) cents per hour
- 16.7. An employee while operating the Log Loader shall be paid an additional twenty cents (.20) per hour, except effective the next pay period following the execution date of this Agreement, for the time period beginning Pay Period 25 through Pay Period 8 (snow and ice control operation season), an employee while operating a Log Loader shall be paid at the hourly rate in Pay Range 961.
- 16.8. An employee while operating the Backhoe shall be paid at the hourly rate in Pay Range 961.
- 16.9. 16.9. The skid steer loader when utilized with the grinder attachment shall be operated by a Tractor Operator who shall perform some Asphalt Worker duties in addition to operating the skid steer loader with grinder attachment and shall be paid at the hourly rate in Pay Range 956.
- 16.10. The Department of Public Works shall maintain its right to assign Snow Operators-

Light and Snow Operators-Heavy out of seniority for up to two days during plowing, limited plowing and/or sidewalk plowing operations. An employee is not out of seniority if he/she cannot be reached or is unavailable. During snow and ice control operations, seniority is on a district and not on a City-wide basis.

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

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

16.3 During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall not be used by either party in any future grievances, prohibited practice complaints, or any other legal actions. This provision shall expire December 31, 2011.

ARTICLE 17

HOURS OF WORK

- 17.1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period as assigned. As far as is practicable, this work day shall conform with the established hours of business. This conformity shall not interfere with the special time schedules governing departments operating more than eight (8) hours in each calendar day, nor shall this provision be construed as prohibiting the creation of part-time employment or the establishment of rotating, staggered, or shortened work periods.
- 17.2. The normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in the OVERTIME Article of this Agreement as long as any change in an employee's work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in OVERTIME Article so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.
- 17.3. "Time Worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other period for which the employee was compensated, including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.
- 17.4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided.

ARTICLE 18

OVERTIME

- 18.1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in the Hours of Work Article of this Agreement, or for work performed on holidays, which, within established limits, is compensated for in extra time off or in extra pay. Overtime compensation will only be paid for time actually worked.
- 18.2. It is the intention of the City to incorporate into this labor agreement the overtime pay benefits which are provided to employees and the terms and conditions under which they are administered. If there is a conflict between the terms of this article and a City Ordinance pertaining to overtime pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.
- 18.3. All employees in the bargaining unit shall be eligible for overtime compensation.
- 18.4. Overtime compensation shall be as follows:
- (a) Compensatory Time:
 - 1. Overtime will be compensated for at the rate of one and one-half (1.5) times the overtime hours actually worked in compensatory time off, except where cash overtime is appropriate as set forth in section (b), below.
 - 2. The accumulated credit for each employee at no time shall exceed 120 hours worked which is the equivalent on a time and one-half (1.5) basis to 180 hours to be taken off.
 - (b) Cash Overtime:
 - 1. Cash overtime may be authorized and paid at the rate of 1.56 times the actual overtime hours worked by the Board of Harbor Commissioners for employees in the Operating Division of the Harbor Commission when necessary to meet the general emergencies and conditions which arise in port operations.

2. Cash overtime may be authorized by the Commissioner of Public Works at his discretion and paid at the rate of 1.56 times the actual overtime hours worked for operating and Maintenance employees of the Department of Public Works during declared emergencies. The prescribed pay for overtime work shall not apply until all unexcused hours in any calendar day or week shall have been worked for on a straight-time basis, or before any hours previously lost at any time, by reason of inclement weather or causes beyond the control of the employee, have been made up by working hours in excess of the regular working hours, on a basis of one and one-half (1.5) hours credit for each hour of work lost.

(c) Special Overtime Compensation:

1. On any continuous time worked in excess of twelve (12) hours, twenty-five cents (\$0.25) shall be added to the employee's base salary and the employee compensated at the rate of 1.5 hours in compensatory time off or 1.56 hours in cash.
2. For non-scheduled overtime hours which the employee is required to work on Sundays and on holidays designated in this Agreement, the employee shall be compensated at the rate of one and three quarters (1.75) times regular base salary in compensatory time off or in cash. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in the Hours of Work article of this Agreement. Hours of work affected by this paragraph shall be those which fall on a Sunday or a Holiday.

- 18.5. The Department head or designee shall have the authority to schedule all overtime work to be performed consistent with the provisions of this Article. The City shall have the authority to reduce compensatory time balances.
- 18.6. Application of the provisions of this Article shall not involve pyramiding of overtime.
- 18.7. Any payments made under the provisions of this Article shall not have any sum

deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

ARTICLE 19

SHIFT AND WEEKEND DIFFERENTIAL

19.1. An employee whose normal hours of work fall, in whole or in part, during either the time period beginning at 3:00 p.m. and ending at 11:00 p.m. (second shift) or the time period beginning at 11:00 p.m. and ending at 7:00 a.m. (third shift) shall be entitled to receive, in addition to base salary, the following "shift differential":

a. Second Shift ----\$0.40 per hour.

b. Third Shift -----\$0.45 per hour.

In order for an employee to be eligible for 2nd or 3rd shift premium rates, the employee shall be required to work not less than 4 hours of the regular workday in either the 2nd or 3rd shift, and when such employee satisfies that requirement, the employee's entire workday shall be compensated for at the shift differential compensation as set forth in this subsection.

19.2. Shift premium in the above amounts shall be paid for all hours for which an employee would have received a regular shift assignment but for the fact that the employee was on vacation, 09 day, holiday, sick leave or funeral leave.

19.3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of \$0.50 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.60 per hour.

19.4. An employee performing work under the Overtime article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

ARTICLE 20

CALL-IN PAY

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

ARTICLE 21

OWED TIME

- 21.1. An employee who loses time from work during their regularly scheduled work week because of inclement weather or civil disturbances who is able to report to work shall be permitted to owe the time lost.
- 21.2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned emergency or other overtime work periods except when excused from assignment for a legitimate reason.
- 21.3. Owed time is to be made up at the rate of time and one-half (1.5).
- 21.4. There shall be a forty (40) hour cap on owed time for City Laborers (Seasonal) after which pay deductions shall be made.
- 21.5. The method of paying owed time for employees working in a classification in Pay Ranges 956, 960 or 962, excluding the Asphalt Operating Engineer, shall be as follows:
 - (1) Employees who are working in a classification in Pay Range 960 or 962, shall be paid for owed time and shall work off owed time at the Heavy Tractor rate, Pay Range 960.
 - (2) Employees who are working in a classification in Pay Range 956 shall be paid for owed time and shall work off owed time at the Heavy Truck Driver rate, Pay Range 248.

ARTICLE 22

TERMINAL LEAVE

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

ARTICLE 23

CLAIMS COMMITTEE

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

ARTICLE 24

CLOTHING ALLOWANCE

- 24.1. The City shall provide insulated rubber gloves to employees operating snowblowers.
- 24.2. The City shall provide an annual clothing allowance of \$60 on a pro-rata basis to Harbor Crane Operators.
- 24.3. The City shall provide a glove and rain gear allowance of \$110 per calendar year for all employees who are represented by this Union and who work in the Buildings and Fleet Division at least 13 pay periods in a fiscal year and who are not eligible for a clothing allowance under another bargaining unit's labor agreement during the calendar year. This allowance is in lieu of the City providing gloves.
- 24.4. The City shall provide an annual clothing allowance of \$110 per year for the Asphalt Plant Operating Engineer who works in the Infrastructure Division at least 13 pay periods in a fiscal year and \$55 per year for such employees who work at least 6 pay periods but less than 13 pay periods in a fiscal year.

ARTICLE 25

SAFETY SHOE ALLOWANCE PROGRAM

- 25.1. An employee who works in a classification which requires the wearing of an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:
- a. One pair of safety shoes (Classifications USAS Z41.1-1983/75) must be purchased before the safety shoe allowance can be granted.
 - b. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1983/75.
 - c. A dated receipt bearing the name of the employee which clearly shows that one pair of ANSI or USAS Z41.1-1983/75 safety shoes have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.
 - d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.
 - e. The style of the shoe must meet Bureau requirements.
 - f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.
 - g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.
- 25.2. Those bureaus and operations which have had previous programs and procedures for the purchase of safety shoes will not be affected by the above program. No employee may participate in more than one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.
- 25.3. Reimbursement for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to one hundred

fifteen dollars (\$115) in calendar year 2010 and 2011. This allowance shall be paid to those employees who comply with the rules stated in 25.1.

- 25.4. In lieu of direct reimbursement to the employee, payment may be made to an authorized shoe van vendor, if authorized by the employee. This payment option to a shoe van vendor will be implemented if it is offered to all eligible City employees on a department-wide basis or, in the Department of Public Works on a division-wide basis.
- 25.5 Employees must comply with the requirement that safety shoes be worn.

ARTICLE 26

SICK LEAVE

- 26.1. "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with the Hours of Work article of this Agreement.
- 26.2. a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular or exempt appointment, but accumulations shall be retroactive to the time of regular or exempt appointment.
- b. Whenever an employee eligible for sick leave allowance leaves the service of one City Department or the Milwaukee School Board and accepts, (by certification of transfer), service in a position in another City Department or the Milwaukee School Board, obligations for any accumulated sick leave allowance shall be assumed by the new department. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.
- c. Whenever an employee eligible for sick leave allowance is laid off, any unused accumulated sick leave shall continue in effect if the employee is rehired by any City department within three years.
- d. Sick leave shall automatically terminate on the date of retirement of the employee.
- 26.3. A permanent full-time employee shall earn sick leave with pay at the rate of one and one-quarter (1.25) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. An employee who works an average of twenty (20) hours per week on a year-round basis shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service. An employee working less than full-time but more than twenty hours per week shall earn sick leave with pay on a pro-rata basis.

- 26.4. Sick leave allowance which accumulates up to 120 working days shall be credited to an employee's "normal sick leave account" from which sick leave shall be granted with full pay. The maximum sick leave accrual for all employees is capped at 120 days.
- 26.5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.
- 26.6. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
- 26.7. An employee will not be subject to home visits or phone calls if the employee has not used sick leave for 26 consecutive pay periods beginning on or after the first day of Pay Period 1, 1995 so long as the employee is not subsequently issued a Sick Leave Control letter. If an employee is issued a Sick Leave Control letter, the employee will again be subject to home visits and phone calls until such time the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control letter.
- 26.8. It is the intention of the City to incorporate into this labor agreement the sick leave benefits which are provided to an employee and the terms and conditions under which they are administered. If there is a conflict between the terms of this Article and City Ordinance, City Service Commission Rule or Regulation pertaining to sick leave pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.
- 26.9. Sick Leave Control Incentive Program
- a. The Sick Leave Control Incentive Program shall be continued through Pay Period 26, 2011. Nothing herein shall be construed as requiring the City to

continue the program for time periods after Pay Period 26, 2011.

- b. The trimester periods for each calendar year are defined as follows:
 - Trimester 1 - Pay Period 1-9
 - Trimester 2 - Pay Period 10-18
 - Trimester 3 - Pay Period 19-26 or 19-27, whichever is applicable.
- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
 - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay, (except in cases when the employee suffered a verifiable lost time work-related injury and returned to work for his/her next regularly scheduled shift following the occurrence of the injury), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
 - (2) During the full term of the trimester, the employee was in active service; and
 - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours or in the case of an employee who was employed for an average of 20 hours per week on a year round basis, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 60 hours; prior to that date; and
 - (4) The employee was represented by the Union for at least 560 hours in the trimester period.
- d. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Bureau/Department Head's discretion, the employee may make this

determination in accordance with procedures established for that purpose by the Bureau/Department head):

(1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to eight hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as 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. Effective upon the execution date of this Agreement, such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. Prior to that date such day off 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 supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. Decisions by the employee's supervisor with respect to the availability of the date the employee has requested shall be final. For

purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

- e. For an employee who is employed an average of 20 hours per week and who is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Bureau/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Bureau/Department head):

- (1) A special sick leave incentive payment

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

- (2) A special incentive leave

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

ARTICLE 27

DUTY INCURRED DISABILITY PAY

- 27.1. An employee with regular Civil Service status, who sustains an injury while performing within the scope of his/her employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive up to 80% of his/her base salary, as "injury pay," in lieu of Worker's Compensation for the period of time he/she may be temporarily, totally or partially, disabled because of this injury, not to exceed a total of one calendar year. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such pay period shall not exceed the amount of net pay he/she would have received if he/she had not been on "injury pay" during such pay period. For purposes of this Article, net pay is defined as the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he/she is determined to be eligible for "injury pay". For an employee receiving less than eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such hours shall be 80% of his/her base salary.
- 27.2. An employee may not receive "injury pay" for more than one year (250 working days) during his/her employment regardless of the number of compensable injuries sustained. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the employee may not receive less than the minimum amount required by the Worker's Compensation Act.
- 27.3. In providing "injury pay" in an amount as indicated in Sections 27.1 and 27.2, the employee agrees to allow the City to make the applicable payroll adjustment to his/her biweekly pay check and make no subsequent claim for this amount whatsoever. This deduction shall be administered so as not to reduce the employees' pension benefits. For purposes of interpretation of the provisions of this Article, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay period he/she

is receiving "injury pay".

- 27.4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial disability benefits under the Worker's Compensation Act, but such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored to the employee.
- 27.5. Questions involving eligibility for "injury pay" shall be determined under the applicable law and the substantive and procedural rules of the Department of 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.
- 27.6. Notwithstanding 27.1 through 27.5, above, an employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to "Injury Pay"(Duty Incurred Disability Pay).
- 27.7. If the Internal Revenue Service (IRS) determines that the "injury pay" benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the applicable employee deduction from "injury pay" benefits provided for in Section 27.3.
- 27.8. 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. If because of a third party involvement in any duty-incurred injury, the City receives a portion of the monies that had been paid to employees as duty-incurred disability pay, the employees shall have a corresponding number of duty-incurred disability pay days restored to his/her account.

ARTICLE 28

VACATIONS

- 28.1. An employee shall earn vacation time in the following manner from his/her last anniversary date:
- a. One day per month, with a maximum of 10 days per calendar year for employees with less than 5 years' creditable service;
 - b. One and one-half days per month with a maximum of 15 days per calendar year for employees with at least 5 but less than 10 years of creditable service;
 - c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service;
 - d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15 years, but less than 22 years, of creditable service.
 - e. Three (3) days per month with a maximum of 30 days per calendar year for employees with at least 22 years of creditable service.
- 28.2. Annual vacation time taken, except for separation from service as provided in 28.7, shall be limited to the maximums noted above.
- 28.3. An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 28.1.
- 28.4. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27 whichever is appropriate.
- 28.5. An employee who works year-round may carry over up to five (5) days of vacation entitlement into the following year. This vacation carryover shall be subject to scheduling procedures as determined by the department head. Vacation entitlement which is carried over shall be utilized within the first three (3) months of the year, unless otherwise authorized by the department.
- 28.6. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment, but accumulations shall be retroactive to the

time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after six (6) months of service, be allowed vacation within the year of appointment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted upon termination of employment.

Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.

- 28.7. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.
- 28.8. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.
- 28.9. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.
- 28.10. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.

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

ARTICLE 29

HOLIDAYS

- 29.1. An employee in a classification covered by this Agreement will receive the following holidays with pay when the holiday is celebrated on the days Monday through Friday:
- a. New Year's Day (January 1)
 - b. Memorial Day (Last Monday in May)
 - c. Independence Day (July 4)
 - d. Labor Day (First Monday in September)
 - e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year)
 - f. The day after Thanksgiving
 - g. Christmas Day (December 25)
 - h. The last normal workday before Christmas Day
 - i. The last normal workday before New Year's Day
 - j. Good Friday
 - k. The third Monday of January to commemorate Dr. Martin Luther King's birthday.
- 29.2. Whenever Independence Day (July 4) falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 29.3. Whenever New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.
- 29.4. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.
- 29.5. The provisions of this Article shall not cover an employee who receives extra pay in lieu of holidays.
- 29.6. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.
- 29.7. An employee required to work on a recognized holiday who is eligible for overtime and holiday pay will be compensated at a rate of one and one-half hours in compensatory time off or in cash for each hour worked.
- 29.8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observe the law but the operation of the law shall not increase or

diminish the number of holidays with pay granted annually.

ARTICLE 30

"09 DAYS"

- 30.1. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment, as of January 1, 1963, shall be entitled to five (5) work days off annually. These off days shall be earned at the rate of 5/10 days for each month worked but the total time earned shall not exceed five (5) work days.
- 30.2. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment, as of January 1, 1964, shall be entitled to four (4) work days off annually. These days off shall not apply to the employees in 30.1. These off days shall be earned at the rate of 4/10 days for each month worked but the total time earned shall not exceed four (4) days.
- 30.3. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment as of January 1, 1969, and thereafter shall be entitled to two (2) work days off annually. These days off shall not apply to the employees in 30.1 and 30.2. These off days shall be earned at the rate of 2/10 days for each month worked but the total time earned shall not exceed two days.
- 30.4. These off days may be scheduled and used in the same manner as vacation days with the approval of the department head.

ARTICLE 31

MILITARY LEAVE

31.1. Short Term Military Leave of Absence (Reserve or National Guard Duty) -- Less Than 90 Days Per Calendar Year

- a. Subject to the terms and conditions provided in subsections 31.1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.
- b. Maximum Amount of Time Off With Pay
 - 1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.
 - 2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.
- c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under 31.1.b. In all other cases, the employee agrees to allow a payroll adjustment to their biweekly pay

check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under 31.1.b.), and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.

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

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

- a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.
- b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in 31.2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their position or similar positions.
- c. The right to reinstatement provided in 31.2.b., shall be terminated unless the employee satisfies the following conditions:

- (1) Reinstatement From Military Reserve or National Guard Duty

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

An employee who is a member of the Reserve or National Guard component of the Armed Forces of the United States and is ordered to an initial period of active duty for training of not less than three

consecutive months shall make application for re-employment within 31 days after: (i) the employee's release from active duty from training after satisfactory service, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673(b), Title 10, United States Code, an employee not covered under 31.2.c (1)(a), shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

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

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where active duty is not covered by 31.2.c. (1) above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty or one year after the employee's scheduled release from active duty,

whichever is earlier.

(3) Exclusions From Reinstatement Benefits

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

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

ARTICLE 32

TIME OFF FOR JURY DUTY

- 32.1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.
- 32.2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.
- 32.3. An employee shall not be eligible for overtime while on jury duty, even if jury duty extends beyond eight hours in one day.
- 32.4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty for shifts which occur Monday through Friday; if the employee performs jury duty on Saturday or Sunday and is scheduled to work a second or third shift assignment(s), the employee will be reassigned to the first shift.

ARTICLE 33

FUNERAL LEAVE

33.1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employe's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employe's grandparents.
- b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. Effective calendar year 2002, for purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances. Effective January 2, 2005, under Article 33 1.b., include spouse's sibling's spouse in definition of brother-in-law and sister-in-law.

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

33.3. In the case of a death of the employe's grandparents or the employe's legal guardian, the employe may use one work day with pay to attend the funeral of that grandparent or legal guardian.

33.4. The Employee Relations Director is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service

Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.

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

ARTICLE 34

PENSION BENEFITS

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

- a. Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007.
- b. Notwithstanding any provision of Chapter 36-05 of the Milwaukee City Charter and the Rules of the Annuity and Pension Board, for employees retiring on a service retirement allowance on or after January 1, 2005 with at least five years of City service, hours worked as a City Laborer-Seasonal or Playground Laborer-Seasonal (MPS) shall be taken into account in determining the amount of their service retirement allowance. The additional creditable service earned under this provision shall be granted in accordance with Board Rules and shall not exceed one year of creditable service. The additional creditable service earned under this paragraph shall not be taken into account for any other purpose including, but not limited to determining eligibility for a service retirement allowance under Chapter 36-05-1-d or f, a deferred retirement allowance under Chapter 36-05-6-b-2 or 6-d2, an early retirement allowance under Chapter 36-05-6-b-3 or 6-c, or eligibility for additional imputed service credit under Chapter 36-04-4.
- c. Employees who are new members to the Employees Retirement System on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees. Employees entering the bargaining unit who are already contributing the member

contribution of 5.5% shall continue to contribute the 5.5% member contribution.

- d. Employees who retire during calendar year 2010 or 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement. This provision shall expire December 31, 2011.
- e. Employees who during calendar year 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. This provision shall expire December 31, 2010.

ARTICLE 35

HEALTH INSURANCE

35.1. Benefits

a. Basic Plan

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

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

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

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

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

- (5) In conjunction with and for the length of the UR/CM program, the City will incorporate changes in plan design that facilitate cost reductions through the use of alternative medical care facilities or medical procedures as prescribed by an employee's physician and approved by UR/CM. These alternatives will be paid for at 100%. Any second surgical opinion required by UR/CM will be paid for at 100%.
- (6) A medical "hot-line," as established by the City shall remain in effect. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area. Employee use of the "hot-line" program shall not be mandatory.
- (7) Transplant Benefits
 - (a) Medically necessary human to human heart transplants shall be added as a covered benefit under the Basic Plan. The participant

must obtain prior authorization from the Pre-Admission Review Contractor and is subject to the terms and conditions of the Utilization Review program set forth in subsection 35.1.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.

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

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

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in subsection 35.1.b.(2), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 35.1.b.(3), hereunder, the benefits for employees enrolled in an HMO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

(2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from the Health Maintenance

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

- (3) Employees shall be responsible for the following co-payments:
- (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 35.1.b.(3)(b) and (c), hereunder,.
 - (b) The OVCP shall be waived for preventive exams, test, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
 - (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
 - (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
 - (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
 - i Tier 1 co-payment equal to \$5.00;
 - ii Tier 2 co-payment equal to \$17.00;
 - iii Tier 3 co-payment equal to \$25.00;
 - iv Legend Drugs co-payment equal to \$5.00;
 - v Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

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

d. Prepaid Dental Plans (PDP)

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

e. Cost Containment Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 35.1.a. through 35.1.d.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following the execution of this Agreement.
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is

appended hereto as Appendix B.

35.2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option. An employee in the City Laborer (Seasonal) position, in active service, shall be entitled to health insurance benefits through either the Basic or an HMO Plan at his or her option.
- b. An employee shall not be eligible for health insurance benefits provided under section 35.1., above, during the time period he/she is initially employed on a provisional, temporary or emergency appointment basis, employed in a student aide type position or in a part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week) position. An employee in the City Laborer (Seasonal) position shall not be eligible for dental insurance.
- c. An employee in active service shall be entitled to Dental Plan benefits provided under 35.1.c. or 35.1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to participate in the Dental Plan.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in 35.1.a. or 35.1.b., for the term of this Agreement.
- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in 35.1.a. or 35.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. If a retiree eligible for these benefits dies prior to age 65, the

retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

- f. Commencing January 1, 1996, an employee in active service who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 35.1.a. and 35.1.b. during the term of this Agreement, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 35.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month to which the deceased retiree would have obtained age 65.
- g. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 35.2.e or f, subject to the provisions of those sections, and shall be subject to the cost of coverage provisions under Article 35.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 35.2.e or f and shall be subject to the cost of coverage provisions under Article 35.3.c.(1) or (2).
- h. 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.

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

a. Employees In Active Service

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

(a) Except as provided in subsection 35.3.a.(3), below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City. [Note: The deduction of January, 2012 coverage is deducted from the employees December, 2011 paycheck.]

(b) Except as provided in subsections 35.3.a.(3) and 35.3.a.(4), below, effective the first full calendar month following the implementation of the annual HRA for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

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

ii The employee contributions shall increase \$20.00 per month

over the amounts specified in subsection 35.3.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 and employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

- (2) For employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.
 - (a) Except as provided in subsection 35.3.a.(3), below, for employees enrolled in a HMO during calendar years 2010 and 2011, the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 35.1.b., above, having the lowest single enrollment subscriber cost to the City when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 35.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected

exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

- (b) Except as provided in subsection 35.3.a.(3), below, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
- (c) Except as provided in subsections 35.3.a.(3) and 35.3.a.(4), below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:
 - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
 - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 35.3.a.(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
 - iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and to \$40.00 per month

for family enrollment when an employee's enrollment status is family.

- (d) In addition to the amounts specified in subsections 35.3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.
 - (e) The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis.
- (2) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.
- (3) A limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement or an employee in a City Laborer (Seasonal) position shall contribute the following amount toward meeting the subscriber cost in the Plan elected:
- (a) An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under 35.3.a.(1), above; or
 - (b) An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under 35.3.a.(2), above; or

- (c) An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under 35.3.a.(2), above.

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

- (4) Effective the first full calendar month following implementation of the annual HRA in addition to the employee contribution specified in subsections 35.3.a.(1) and (2), above, a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsection 35.3.a.(3), above.

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 2010 and 2011, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 35.3.a. of this Article, above.

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

- (1) Except as noted below, eligible employees under subsections 35.2.e. or 35.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single

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

- (2) Except as noted below, for eligible employees under subsections 35.2.e. or 35.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 35.1.a. or b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 35.2.e. or 35.2.f, who retire between January 1, 2007 and December 31, 2009 and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 35.1.a. or b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for

retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.

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

(4) Surviving Spouse

The provisions of subsection 35.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsections 35.2.e. or 35.2.f of this Article.

35.4. Cost of Coverage -- Dental Plan

Calendar Years 2010 and 2011

The City shall contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. For limited benefit employees, the City shall contribute an amount up to \$6.50 per month for single enrollment and an amount up to \$18.75 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the dental plan elected exceeds the maximum City contribution provided, employees shall have the amount of such excess cost deducted from their paycheck on a monthly basis.

35.5. 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 subsections 35.1.a. or 35.1.b.,

above, the coverage shall be limited to one family plan.

- b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 35.1.a. or 35.1.b. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.
- d. For an employee who retires after January 1, 1991, if more than one City retiree is a member of the same family, as the term, "family," is defined in the provisions of the Plans defined in subsections 35.1.a. or 35.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

35.6. Employees on Leave of Absence

- a. An employee who exhausts his/her paid sick leave and is on an unpaid medical leave during the term of this Agreement may maintain his/her single or family plan benefits for six months as if he/she were actively employed and for an additional six months by paying the full premium for his/her plan.
- b. An employee who is on an authorized leave of absence may elect to be covered by the benefits in 35.1.a. or 35.1.b. as follows:
An employee on an unpaid educational leave or any leave other than a medical leave as listed above may maintain his/her single or family plan benefits by paying the full premium for his/her selected plan for up to twelve months.

35.7. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in 35.1.a. provided that:

- a. If the City elects to change carriers, then the City agrees that the benefits provided by the new carrier shall not be different from the benefits provided by the present carrier as set forth in 35.1.a. and 35.1.c.

- b. During the calendar year of conversion, the employee share of the per capita subscriber cost, under the replacement carrier for either single or family enrollment (whichever enrollment is applicable to the employee) for the benefits to which the employee is entitled to under the provisions of this paragraph, shall not exceed the employee share under the carrier that provided such benefits immediately before conversion.
- c. Prior to changing carriers, the City agrees to give the Union written notice that it intends to change carriers and to provide the Union with a copy of the new proposed carrier contract. Within 60 calendar days following the date of such notice, the Union shall raise all objections it has specifically related to different benefits as provided for in 35.7.a. and submit them in writing to the City. Within 10 calendar days following the City's receipt of the Union's written objections, the parties shall convene and conclude a 5 Step Hearing, to resolve these objections. At the conclusion of the 5 Step Hearing, the Union shall have the right to proceed to expedited arbitration in the matter of any unresolved objections as hereinafter provided:
 - (1) The Union must notify the City in writing of its intent to proceed to expedited arbitration within 10 calendar days following the conclusion of aforesaid 5 Step Hearing; failure to do so shall constitute a settlement of the matter in favor of the City.
 - (2) Only matters involving 35.7.a. of this paragraph, shall be processed under this expedited arbitration proceeding; the provisions of this agreement entitled, Grievance Procedure and Arbitration Procedure, shall not apply to any matter involving aforesaid 35.7.a..
 - (3) Within five calendar days of the date the Union indicates their intent to proceed to expedited arbitration, the parties shall meet and attempt to select an arbitrator to hear the matter. In the event the parties cannot agree, the Union shall, within 10 calendar days of the date the Union indicated its intent to proceed to arbitration, submit a request to the

WERC for a panel of arbitrators. Such request to the WERC shall indicate that the parties want the panel to be comprised of arbitrators familiar with health and/or dental insurance benefits and each member of the panel shall agree that if he/she is selected, he/she shall submit an award in writing to the parties no later than 30 calendar days following the date of his/her selection. The parties shall, within five calendar days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.

- (4) The arbitrator shall be limited solely to making a determination of whether or not the proposed new carrier contract is different from the present carrier contract.
- (5) The decision of the arbitrator shall be issued to the parties no later than 30 calendar days following the selection of the arbitrator.
- (6) The decision of the arbitrator shall specify the nature of the provisions contained with the proposed carrier contract that are different from the present carrier contract. Effective with the date of the arbitrator's decision, the City shall have the option of modifying the proposed contract to meet the arbitrator's decision or alternately to maintain the present carrier contract.

35.8. An employee hired on or after January 1, 1982, shall have a 270-day waiting period for a pre-existing condition for the benefits provided in subsection 35.1.a.

ARTICLE 36

LIFE INSURANCE

36.1. Amount of Life Insurance Coverage

- a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary to the next higher thousand dollars of earnings.
- b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance at his/her option in increments of \$1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.
- c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16-2/3% on his/her Seventieth (70th) birthday.
- d. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3 on his/her 65th birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary.

"Employee" shall have the meaning given in S350-25(3) of the Milwaukee

Code of Ordinances.

36.2. Adjustment of Coverage

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

36.3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided under 36.3.b. through 36.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 36.1., above, upon completion of 180 consecutive (consecutive means without a break of more than five consecutive days) calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City. Half-time employees who are employed at least 20 hours per week for 365 consecutive calendar days shall become eligible for Life Insurance on a prorata basis.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election prior to the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage provided under 36.1., above, the first of the month following his/her eligibility date.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage

on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.

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

36.4. Cost of Life Insurance Coverage

Eligible employees who elect such coverage, shall pay the following amount to the City for calendar years 2010 and 2011: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$30,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly pay checks. The City shall make all other necessary payments for the life insurance coverage described under 36.1, above.

36.5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under 36.1., above.
- b. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
- c. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

36.6. Right of City to Change Carrier

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

ARTICLE 37

MUTUAL OBLIGATIONS

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

ARTICLE 38

HALF-TIME EMPLOYEES

38.1. Employees who are employed for an average of 20 hours per week shall be eligible for the following employment benefits on a pro-rata basis, but only when and to the extent provided for in this Agreement:

- Vacations
- Holidays
- Sick Leave
- Jury Duty
- Sick Leave Incentive Program
- Funeral Leave
- Tuition & Textbook Benefits

In addition, employees shall be eligible for 1 "09" day and Health Insurance.

Payment of Health Insurance Premiums shall be pro-rated. Eligibility for the above benefits shall be confined to the actual employment period.

ARTICLE 39

TRAINING PROGRAM

- 39.1. The Unions and City acknowledge the importance of maintaining a qualified workforce. The City will provide Tractor Operator training as often as the City deems it necessary.
- 39.2. The City will meet annually with representatives from the Union to discuss their concerns relative to Tractor Operator training.

ARTICLE 40

TUITION AND TEXTBOOK REIMBURSEMENT

- 40.1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
- 40.2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of 40.1, above, and meets the criteria specified under 40.3 and 40.5, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$1,200 per calendar year in 2010 and 2011.
- 40.3. In order for the employee's courses of study to qualify for reimbursement under 40.2, above, the following criteria must be satisfied:
- a. All coursework and related homework must be done on the employee's own time, except that effective the next pay period following the execution date of this Agreement coursework approved to be on city time by both the employee's Department Head and Employee Relations Director may be on City time.
 - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position or to a reasonable promotional opportunity and be approved by a City-designated administrator.
 - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
 - d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.
 - e. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and all receipts for tuition and required textbooks within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the

Department of Employee Relations within one week of the change.

- f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
 - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade point average required for a degree, diploma, or certificate; or
- 40.4. An employee must remain in service for a six-month period after the successful completion of the approved course or the amount reimbursed will be deducted from the employee's final paycheck.
- 40.5. Payment of reimbursement described under 40.2, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. 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 Article 40.3, payment will be deducted from the employee's paycheck.
- 40.6. 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.
- 40.7. The Director of Employee Relations shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 41

LONG TERM DISABILITY PROGRAM

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

ARTICLE 42

MISCELLANEOUS

- 42.1. The City's Bus Discount Fare Program for Non-Represented employees shall be extended to employees represented by Local 139/DC 48, AFSCME.
- 42.2. The City will provide rain gear on an as needed basis.
- 42.3. Six radios will remain in sidewalk equipment.
- 42.4 The City will continue to make 12 cell phones available to employees represented by the Union who operate snow plow equipment during snow and ice operations. The Fleet Services Manager or his/her designee shall determine the assignment of those cell phones.

ARTICLE 43

SENIORITY FOR LAYOFF PURPOSES

43.1. In the event the Asphalt plant closes, the Asphalt Plant Engineer shall be added to bottom of the Tractor list of drivers who in a previous calendar year had worked at least 51% of their time in that calendar year as a Tractor Operator, but before employees on the Tractor trainee list. At such time he shall be placed at the bottom of the Operations Driver Worker list.

43.2 Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs, layoffs due to loss of grant funding, or layoffs due to loss of reimbursement for specific programs or positions. This provision shall expire at the end of Pay Period 26, 2010.

- (a) If Public Employees Union, #61, LIUNA, AFL-CIO, CLC receives a no layoff guarantee for Pay Period 1, 2011 through Pay Period 26, 2011, or any period of time in between, Local 139 shall receive the same.

ARTICLE 44

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 45

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

45.1. A Joint City-Union Early Intervention Program shall be established in accordance with the February 26, 1996 agreement with the City and Union.

ARTICLE 46

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

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

ARTICLE 47

SAVINGS CLAUSE

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

ARTICLE 48

ENTIRE AGREEMENT

48.1. The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

The parties acknowledge that the City is responsible for implementing the benefits contained in this Agreement. The City may within its discretion implement these benefit provisions by ordinance, resolution or the establishment of administrative procedure. Any such ordinance, resolution or administrative procedure shall not be deemed to be a part of this Agreement.

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

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

THE JOINT BARGAINING UNIT OF
LOCAL #139, IUOE, AFL-CIO
and
MILWAUKEE DISTRICT COUNCIL #48,
AFSCME, AFL-CIO

CITY OF MILWAUKEE
A Municipal Corporation

By: _____
Richard Abelson, Executive Director
Milwaukee District Council #48

By: _____
Maria Montegudo
Employee Relations Director

John English, Staff Rep.
Milwaukee District Council #48

Troy M. Hamblin
City Labor Negotiator

Willie D. Ellis, Business Agent
Local #139

Nicole M. Fleck
Staff Representative

Daniel Schultz, Business Representative
Local #139

FOR THE CITY:

FOR THE UNION:

Henry Harris

Tom Barrett, Mayor

Kenneth Wischer

Willie L. Hines Jr. Alderman
President, Common Council

Ronald D. Leonhardt, City Clerk

W. Martin Morics,
City Comptroller

SIGNATURES

07-09Labr/10-139

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

APPENDIX A

2009 RATES OF PAY

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

Pay Range 956

Tractor Operator (Under 40 H.P.)

\$26.57

Pay Range 957

Snow Operator-Light

\$27.24

Pay Range 958

Harbor Crane Operator

\$28.52

Pay Range 960

Asphalt Plant Operation Engineer

Tractor Operator

Bulldozer Operator

End Loader Operator

Grader Operator

\$27.56

Pay Range 961

Snow Operator-Heavy

\$28.26

Pay Range 962

Clamshell Operator

Crane Operator

Grad All Operator

\$27.98

APPENDIX B

WELLNESS AND PREVENTION

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

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

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

Decisions of the committee shall be by consensus. Consensus shall be reached when ten committee members agree. The committee shall make no decisions that require employees to pay additional out-of-pocket costs unless they are ratified by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket or monthly expense, or provide some other type of benefit

without ratification by the bargaining units. No decision made by the Committee or failure to make a decision shall be subject to any aspect of the various grievance procedures, complaint procedures, court action, or any other type of dispute resolution mechanism.

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

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

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

March 3, 2010

Mr. Willie D. Ellis
Business Representative
Local #139, IUOE, AFL-CIO
Post Office Box 130
Pewaukee, WI 53072

Mr. Richard Abelson
Executive Director
Milwaukee District Council #48
3427 W. St. Paul Avenue
Milwaukee, WI 53208

Dear Mr. Abelson and Mr. Ellis:

This is to confirm our understanding relating to Article 26.10c(1) of the 2010-2011 City/Joint Bargaining Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO labor agreement. The City agrees that each instance of City authorized unpaid time taken off by an employee for union business that was of six or less working days duration shall not disqualify such employee from eligibility for sick leave incentive benefits provided that the hours of such instances total 160 hours or less during a trimester as defined in the Agreement and he/she meets all the remaining SLIP eligibility criteria defined in Article 26.10.

The City also agrees that each instance of City authorized unpaid time taken off as a result of being sent home for rain shall not disqualify such employee from eligibility for sick leave incentive benefits, provided that he/she meets all the remaining SLIP eligibility criteria defined in Article 26.10.

Sincerely,

Troy M. Hamblin
City Labor Negotiator

c: Greg Radtke
Dan Thomas
Venu Gupta
Greg Jagmin
Wayne King

NMF
wellis.ltr
labr/lo-139

MEMORANDUM OF UNDERSTANDING
 Between
 THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE
 And
 THE JOINT BARGAINING UNIT OF LOCAL #139, IUOE, AFL-CIO and
 MILWAUKEE DISTRICT COUNCIL 48, AFSCME, AFL-CIO

This Memorandum records the agreement reached on all items between the parties for the time period commencing on January 1, 2010, and expiring December 31, 2011. The negotiating committee for the Joint Bargaining Unit of Local #139, IUOE, AFL-CIO, and Milwaukee District Council 48, AFSCME, AFL-CIO, (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of the Joint Bargaining Unit of Local #139, IUOE, AFL-CIO, and Milwaukee District Council 48, AFSCME, AFL-CIO, that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Representatives of the Joint Bargaining Unit of Local Local #139, IUOE, AFL-CIO, and Milwaukee District Council 48 AFSCME, AFL-CIO	City of Milwaukee Negotiating Team

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