



Office of the Comptroller

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

Michael J. Daun  
Deputy Comptroller

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

Craig D. Kammholz  
Special Deputy Comptroller

March 12th, 2010

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

Re: Common Council Contingent Fund Status

Dear Committee Members:

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

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

Very truly yours,

W. MARTIN MORICS  
Comptroller

WMM:td

Attachment

CC: City Clerk  
Budget Office  
LRB

**2010 COMMON COUNCIL CONTINGENT FUND**  
**Status on 03/12/10**

**Funds Appropriated**

2010 Adopted Budget 5,000,000.00

**Transfers authorized by prior Council meetings**

Journal ID	Date	Year	Class	Bud Ref	Amount	Description
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None

**Remaining Reserved Commitments Authorized by prior Council meetings**

None

**Total Transfers & Reserved**

-

**Balance Available on March 12th, 2010**

5,000,000.00

**% Expended/Reserved Current status**

0%

**Comparative Balance Available on March 12th, of prior years**

	<u>Balance</u>	<u>Budgeted</u>	<u>% Expended</u>
2005	5,000,000	5,000,000	0%
2006	5,500,000	5,500,000	0%
2007	5,500,000	5,500,000	0%
2008	4,943,028	5,000,000	1%
2009	3,987,325	5,000,000	20%
Average of prior years	4,986,071	5,200,000	4%

Office of the Comptroller  
 TD

**2009 COMMON COUNCIL CONTINGENT FUND**  
**Status on 03/12/10**

**Funds Appropriated**

2009 Adopted Budget 5,000,000.00

**Transfers authorized by prior Council meetings**

Journal ID	Date	Year	Class	Bud Ref	Amount	Description
0000206099	1/1/2009	2009	C001	2009	5,000,000.00	2009 Approved Budget
0000208370	1/16/2009	2009	C001	2009	(850,000.00)	Res.081161 1/16/09 CF to S163
0000209961	2/10/2009	2009	C001	2009	(107,270.83)	Res. 080682 CF to S163
0000211079	3/3/2009	2009	C001	2009	(55,403.90)	Res.081432 CF to S163
0000221213	11/6/2009	2009	C001	2009	(208,095.45)	Res. 090711 11/06/09 Sales Tax
0000221331	11/6/2009	2009	C001	2009	208,095.45	Res.090711 11/6/09 Rev. 221213
0000221332	11/6/2009	2009	C001	2009	(208,095.45)	Res.090711 11/6/09 Sales Tax
0000221776	12/3/2009	2009	C001	2009	(30,000.00)	Res. 090671 11/03/09 Rel Encum
0000222027	12/8/2009	2009	C001	2009	(10,000.00)	Res. 090671 11/03/09 Rel Encum
0000223678	12/22/2009	2009	C001	2009	(120,000.00)	Res. 090426 12/22/09 CF to DOA
0000227954	12/31/2009	2009	C001	2009	(50,000.00)	Res 091224 3/2/10 CF- Assesor

**Remaining Reserved Commitments Authorized by prior Council meetings**

Res 090671 11/03/09: DNS computer expenses & demolition activities (40,000.00)

**Total Transfers & Reserved** (1,470,770.18)

**Balance Available on March 12th, 2010** 3,529,229.82

**% Expended/Reserved Current status** 29%

**Comparative Balance Available on March 12th, of prior years**

	<u>Balance</u>	<u>Budgeted</u>	<u>% Expended</u>
2004	2,886,629	5,000,000	42%
2005	14,964	5,000,000	100%
2006	63,199	5,500,000	99%
2007	2,217,000	5,500,000	60%
2008	1,268,349	5,000,000	75%
Average of prior years	1,290,028	5,200,000	75%

Office of the Comptroller  
 TD



# City of Milwaukee

City Hall  
200 East Wells Street  
Milwaukee, WI 53202

## Meeting Agenda FINANCE & PERSONNEL COMMITTEE

*ALD. MICHAEL J. MURPHY, CHAIR*  
*Ald. Robert J. Bauman, Vice-Chair*  
*Ald. Joe Dudzik, Ald. Milele A. Coggs, and Ald. Nik Kovac*

*Staff Assistant, Terry MacDonald*  
*Phone: (414)-286-2233; Fax: (414) 286-3456, E-mail:*  
*tmacdo@milwaukee.gov*

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Friday, March 19, 2010

1:30 PM

Room 301-B, City Hall

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1. [091486](#) Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.  
**Sponsors:** THE CHAIR  
**Attachments:** [Hearing Notice List](#)
  
2. [091487](#) Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.  
**Sponsors:** THE CHAIR  
**Attachments:** [Letter from Dept of Employee Relation and job evaluation report](#)  
[Fiscal note and spreadsheet](#)  
[Hearing Notice List](#)
  
3. [070010](#) Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO.  
**Sponsors:** THE CHAIR  
**Attachments:** [Dept. of Employee Relations Cover Letter.DOC](#)  
[Cover letter from Dept of Employee Relations](#)  
[Summary of Wage and Fringe benefits 2007-2009](#)  
[Summary of Wage and Fringe benefits 2010-2011](#)  
[Fiscal Note 2007-2009](#)  
[Fiscal Note 2010-2011](#)  
[Local 139 ratification letter 3-2-10](#)  
[Local 139 letter to Dept of Employee Relations 3-8-10](#)  
[2007-09 Agreement](#)  
[2010-11 Agreement](#)  
[Letter from Dept of Employee Relations regarding salary ord changes](#)  
[Hearing Notice List](#)
  
4. [091530](#) A charter ordinance relating to retirement benefits for certain city employees.

**Sponsors:** THE CHAIR  
**Attachments:** [Cover letter from Dept of Employee Relations](#)  
[Fiscal Note](#)  
[Hearing Notice List](#)

5. [091350](#) Resolution relating to an employee benefit consultant.

**Sponsors:** THE CHAIR  
**Attachments:** [Hearing Notice List](#)

6. [091351](#) Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for a Health Maintenance Organization and Exclusive Provider Organization (EPO) for 2011.

**Sponsors:** THE CHAIR  
**Attachments:** [Hearing Notice List](#)

7. [091352](#) Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for Long Term Disability vendor for 2011-2013.

**Sponsors:** THE CHAIR  
**Attachments:** [Hearing Notice List](#)

8. [091353](#) Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for Flexible Spending Plan (FSA) vendor for 2011-2013.

**Sponsors:** THE CHAIR  
**Attachments:** [Hearing Notice List](#)

9. [091456](#) Substitute resolution authorizing \$952,000 of contingent borrowing for police department capital purposes. (Police Department)

**Sponsors:** THE CHAIR  
**Attachments:** [E-mail from Police Dept. requesting introduction Contingent Borrowing](#)  
[MPD Bulletin 2010 Trunked Digital Radio Update attached to E-mail](#)  
[Hearing Notice List](#)

10. [091346](#) Resolution approving the form of the Preliminary Official Statement used in connection with the sale of City of Milwaukee debt.

**Sponsors:** THE CHAIR  
**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Hearing Notice List](#)

11. [091439](#) Communication from the Health Department relative to technical corrections to the 2010 Positions Ordinance.

**Sponsors:** THE CHAIR

**Attachments:** [Hearing Notice List](#)

12. [091440](#) Resolution amending Common Council File #080728 authorizing the expenditure of the remaining fund balance of the Municipal Health Services Program - Program Income Account by the Milwaukee Health Department.
- Sponsors:** THE CHAIR
- Attachments:** [Hearing Notice List](#)
13. [091441](#) Substitute resolution relative to application, acceptance and funding of the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW).
- Sponsors:** THE CHAIR
- Attachments:** [Fiscal Note](#)  
[Grant Analysis Form](#)  
[Operating Grant Budget](#)  
[Fiscal Analysis - Revised](#)  
[Fiscal Analysis](#)  
[Hearing Notice List](#)
14. [091442](#) Substitute resolution relative to application, acceptance and funding of the Breast Cancer Awareness - Milwaukee Foundation Grant.
- Sponsors:** THE CHAIR
- Attachments:** [Fiscal Note](#)  
[Operating Grant Budget](#)  
[Grant Analysis Form](#)  
[Fiscal Analysis](#)  
[Hearing Notice List](#)
15. [091469](#) Communication relating to the establishment of position authority for new positions that are part of the Neighborhood Stabilization Program Phase II.
- Sponsors:** THE CHAIR
- Attachments:** [Hearing Notice List](#)
16. [091422](#) Resolution relating to expenditure of funds to be reimbursed by greater than anticipated revenue.
- Sponsors:** Ald. Murphy
- Attachments:** [Fiscal Note](#)  
[Hearing Notice List](#)
17. [091540](#) Resolution rescinding reserved commitments and appropriating funds from the 2009 Common Council Contingent Funds for the purpose of closing the 2009 financial books due to unanticipated shortfalls in current year operating expenses.
- Sponsors:** THE CHAIR

Attachments: [Hearing Notice List](#)

18. [091541](#) Resolution authorizing carryover of certain fund balances from 2009 to 2010.  
Sponsors: THE CHAIR  
Attachments: [Hearing Notice List](#)
19. [091256](#) Resolution authorizing attendance at conventions, seminars and other travel.  
Sponsors: THE CHAIR
20. [091378](#) A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.  
Sponsors: THE CHAIR
21. [091381](#) An ordinance to further amend the 2010 offices and positions in the City Service.  
Sponsors: THE CHAIR

This meeting will be webcast live at [www.milwaukee.gov/channel25](http://www.milwaukee.gov/channel25).

Members of the Common Council and its standing committees who are not members of this committee may attend this meeting to participate or to gather information. Notice is given that this meeting may constitute a meeting of the Common Council or any of its standing committees, although they will not take any formal action at this meeting.

Upon reasonable notice, efforts will be made to accommodate the needs of persons with disabilities through sign language interpreters or auxiliary aids. For additional information or to request this service, contact the Council Services Division ADA Coordinator at 286-2998, (FAX)286-3456, (TDD)286-2025 or by writing to the Coordinator at Room 205, City Hall, 200 E. Wells Street, Milwaukee, WI 53202.

Limited parking for persons attending meetings in City Hall is available at reduced rates (5 hour limit) at the Milwaukee Center on the southwest corner of East Kilbourn and North Water Street. Parking tickets must be validated in Room 205, (City Clerk's Office) or the first floor Information Booth in City Hall.

Persons engaged in lobbying as defined in s. 305-43-4 of the Milwaukee Code of Ordinances are required to register with the City Clerk's Office License Division. Registered lobbyists appearing before a Common Council committee are required to identify themselves as such. More information is available at [www.milwaukee.gov/lobby](http://www.milwaukee.gov/lobby).



## Legislation Details (With Text)

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**File #:** 091486      **Version:** 0

**Type:** Communication      **Status:** In Committee

**File created:** 3/2/2010      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

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

**Sponsors:** THE CHAIR

**Indexes:** VACANCY REQUESTS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/2/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		



**Number**

091486

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

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

**Drafter**

CC-CC

Tjm

3/1/10

**AGENDA OF ITEMS TO BE CONSIDERED  
BY THE COMMITTEE ON FINANCE AND PERSONNEL**

DATE: March 19, 2010

TIME: 1:30 P.M.

PLACE: Committee Room 301-B  
City Hall

SCHEDULE A: Vacancy Requests

SCHEDULE B: Fund Transfers

SCHEDULE A - VACANCY REQUESTS

Finance & Personnel Committee Meeting: March 19, 2010

CSC-Status - Under Civil Service Unless Noted as Exempt (E)

Funding Source - 100% Operating Budget Unless Otherwise Indicated

I.D. No.	Department and Position	Pay Range	Date Vacant	Number of Positions With Same Title					CSC Status and/or Funding Source	Int/Ext Fill	Code
				Authorized	Filled excl. this pos.	Recomm. Authorization	Vac. Prev. Appr.	Other Vac.			
<u>PROPERTY TAX LEVY SUPPORTED POSITIONS</u>											
10095	<u>CITY ATTORNEY</u> Paralegal	594	3/13/10	4	2	1	0	1	4	Ext	x-3
10096	<u>COMMON COUNCIL-CITY CLERK</u> Production Technician	505	1/15/10	2	1	1	0	0	2	Int	x-2b
<u>DEPT. OF EMPLOYEE RELATIONS</u>											
10097	Administrative Assistant III	530	2/13/10		0	1	0	0	1	Int/Ext	x-2b
10098	Claims Processor II	460	5/4/10	2	1	1	0	0	2	Ext	x-2b
<u>FIRE DEPARTMENT</u>											
10100	Fire Lieutenant	856	12/25/09	160	157	1	0	2	160	Int	x-1
<u>LIBRARY</u>											
10101	Librarian III	557	2/7/10	44	42	1	0	1	44	Int/Ext	x-2b
10102	Librarian II	544	2/21/10	13	12	1	0	0	13	Int/Ext	x-2b
10103	Library Reference Assistant	504	2/7/10	17	16	1	0	0	17	Int/Ext	x-2b
10104	Custodial Worker III	230	3/6/10	1	0	1	0	0	1	Int/Ext	x-2b
<u>DEPT. OF NEIGHBORHOOD SERVICES</u>											
10105	Nuisance Control Officer II	516	7/22/09	19	15	1	0	3	19	Int/Ext	x-2a
<u>POLICE DEPARTMENT</u>											
10106	Safety Specialist Senior	4	2/20/10	2	1	1	0	0	2	Int	x-1
10107-08	Police Services Spec-Investigator (2 pos.)	465	2/11/10	47	45	2	0	0	47	Ext	x-1
10109-10	Police Services Specialist (2 pos.)	939	11/14/09	18	16	2	0	0	18	Ext	x-2b
			NA								
10111	Building Maintenance Supervisor II	5	3/21/10	4	3	1	0	0	4	Ext	x-3
10112-13	Helpdesk Specialist II (2 positions)	540	2/7/10	9	7	2	0	0	9	Int/Ext	x-2b
			2/21/10								
10114-38	Police Aide (25 positions)	480		67	58	25	0	0	83	Ext	x-1
<u>DPW-ADMINISTRATIVE SERVICES</u>											
10139	Office Supervisor II	2	4/3/10	1	0	1	0	0	1	Int	X-2B
<u>DPW-INFRASTRUCTURE SERVICES</u>											
10140	Program Assistant II	530	4/3/10	1	0	1	0	0	1	Int/Ext	x-3
<u>DPW-OPERATIONS DIVISION</u>											
10141	Office Assistant IV	445	3/31/10	3	2	1	0	0	3	Int	x-2a
10142	Vehicle Services Tech.-Heavy	260	6/13/09	33	30	1	1	0	32	Int/Ext	x-2a
10144	Urban Forestry Crew Leader	282	3/7/10	22	21	1	0	0	22	Int	x-2b
<u>NON-PROPERTY TAX LEVY SUPPORTED POSITIONS (Enterprise Funds, Grants)</u>											
10145	<u>DOA-COMMUNITY DEV. GRANTS ADMIN.</u> Grant Monitor	6	3/20/10	10	8	1	1	0	ARRA-CDBG	Int/Ext	x-6
10146	<u>COMPTRROLLER</u> Management Accounting Specialist Sr.	6	NA	12	11	1	0	0	CDBG	Int/Ext	x-6

SCHEDULE A - VACANCY REQUESTS

Finance & Personnel Committee Meeting: March 19, 2010

CSC-Status - Under Civil Service Unless Noted as Exempt (E)

Funding Source - 100% Operating Budget Unless Otherwise Indicated

I.D. No.	Department and Position	Pay Range	Date Vacant	Number of Positions With Same Title					CSC Status and/or Funding Source	Int/Ext Fill	Code
				Authorized	Filled excl. this pos.	Recomm. Authorization	Vac. Prev. Appr.	Other Vac.			
	<u>HEALTH DEPARTMENT</u>										
10147	Public Health Nurse - EFM	666	2/23/10	61	59	1	0	0	MCHVP	Int	x-6
10148	Public Health Nurse	666	3/27/10	61	59	1	0	0	Proj. LAUNCH	Int/Ext	x-6
10149	Lead Contract Monitor	6	1/9/10	1	0	1	0	0	HUD	Int	x-6
	<u>DPW-WATER WORKS</u>										
10150	Office Assistant III	425	3/2/10	2	1	1	0	0	Water Works	Int/Ext	x-6
10151-52	Customer Service Rep. III (2 positions)	445	1/12/10 2/7/10	12	8	2	2	0	Water Works	Int/Ext	x-6

BMA 30 SCHEDULE B - FUND TRANSFERS AND/OR EQUIPMENT REQUESTS

Finance and Personnel Meeting: March 19, 2010

Department Account Name	Amount of Transfer		Reason
	From	To	
<u>DEPT. OF PUBLIC WORKS</u> <u>INFRASTRUCTURE SERVICES DIVISION</u> 2009 Major Streets 2010 Street Lighting Program	\$402,300	\$402,300	Various steel light poles corroded earlier than anticipated, requiring replacement to ensure public safety. The City Attorney determined that replacement costs are not recoverable from the pole vendor. Funding for replacement costs are available through the Major Streets program. Additional information is provided to the Committee in a separate memo.
<u>PARKING FUND</u> Payment for Debt Service Payment in Lieu of Taxes	\$231,653	\$231,653	Greater than anticipated tax equivalent assessed for PILOT.
<u>PORT</u> Operating Expenditures Fringe Benefits	\$55,500	\$55,500	Transfer funds from Operating Expenditure account to cover Fringe Benefits related to employee retirement funding.

SCHEDULE C - GENERAL MATTERS

1. Miscellaneous matters

March 16, 2010

Ref: 10025

## MEMORANDUM

TO: Finance and Personnel Committee

FROM: Mark Nicolini  
Budget and Management Director

SUBJECT: Street Light Pole Fund Transfer in CC File Number 091486

### **Purpose of Transfer**

The Finance and Personnel agenda for March 19 includes a Fund Transfer Request of \$402,300 from the Major Streets Program to the Street Lighting Program to fund replacement of corroded light poles. The poles suffer from corrosion at their base that can result in the poles falling over, presenting a public safety threat and exposing the City to liability. DPW estimates that the total replacement cost of the poles is \$752,300. Approximately \$380,000 in replacement costs has already been incurred. The Street Lighting capital program will fund \$350,000 of the expense and the fund transfer will allow the remainder of the expenses to be funded.

### **Background**

In December 2007, a high wind event resulted in failure of several steel street light poles at Cathedral Square and on the Wisconsin Avenue Viaduct. Failure was the result of corrosion at the base of the poles. The design of the poles allowed moisture and salt to accumulate behind collars at the base of the poles, resulting in accelerated deterioration. The problem was severe enough to require immediate removal of the poles from the Wisconsin Avenue Viaduct and replacement of all poles in the Cathedral Square area and E. North Ave. Bridge.

The defective poles are not the standard light poles used throughout the City. Rather, these are decorative, specialty poles used with one-time streetscaping projects. The corrosion problem was unexpected. DPW has changed the specifications for these specialty poles to eliminate the problem, including new pole design and mounting procedures.

DPW has been charging the pole replacement costs to a reimbursable account, expecting that the pole vendor would be required to reimburse the City for these expenses. However, the City Attorney has determined that the vendor is not liable and that expenses for pole replacement cannot be recovered from the vendor. The City must fund the replacement costs. A total of \$752,300 is needed to pay for expenses already incurred and to provide sufficient funding for projected additional expenses, with \$402,300 provided through a fund transfer.

Funding of \$350,000 is available in the Street Lighting capital program. The 2010 Street Lighting program included \$350,000 for conversion of lights in the 3rd Ward to LED lights. The City received a grant to

perform this work, so the city funding allocated for this project is available to pay a portion of the costs for replacing corroded street poles.

Additional funding is available in the Major Streets capital program to fund these costs. Projects that were scheduled for design or construction in 2009 and 2010 within the Major Streets Program will be funded through the ARRA program with federal stimulus funding. The City funding initially appropriated for these projects is available to pay for the cost of replacing the defective poles.

### **Expenditures to Date**

DPW is using City forces to conduct the replacement work. To date, DPW has spent or committed \$495,300. These expenses were for replacement of poles in imminent danger of falling. DPW estimates that another \$257,000 is required to complete the pole replacement. This will fund installation of poles on the Wisconsin Avenue Viaduct and replacing 78 additional poles. The total estimated replacement cost is \$752,300.

### **Legal issue on cost recovery**

The City hired an expert legal consultant to assist in determining if there was a legal basis for pursuing reimbursement from the vendor. The warranties on the poles had already expired, so there was no warranty basis for pursuing this reimbursement. The expert consultant determined that the poles were not defective, but that they were manufactured according to the City's specifications. Consequently, the City Attorney determined that the City does not have a legal basis on which to seek recovery from the vendor.

### **Consequences of not approving**

If the fund transfer is not approved, this does not eliminate the need to pay for the pole replacement expense. It requires funding this expense from an alternative source. Lacking any fund transfer, the Street Lighting capital budget would pay for an additional \$402,300 pole replacement expenses. This would reduce the funding available for street lighting projects approved in the 2010 budget.

The 2010 Street Lighting capital budget includes \$7 million in funding for:

- Paving related improvements: \$3,936,000
- Substation repair, maintenance, control circuit replacement: \$358,500
- Lighting repairs and upgrades: \$409,500
- Series circuit conversion: \$1,000,000
- Uncollectible pole knockdown repair: \$575,000
- Engineering: \$442,000
- Digitizing: \$279,000

Some of these projects would be reduced or eliminated in order to provide funding for the pole replacement.

### **Recommendation:**

Approve the transfer in the amount requested. It is desirable to allow the street segments that are affected by this problem to have street lighting. It also appears that based on the availability of federal funding, the use of available major street program funding will have a less negative impact on service levels than if DPW were to rely completely on funding from the street lighting program. The continuation of a specialized street lighting program is an appropriate policy issue for the Capital Improvements Committee to consider.







## Legislation Details (With Text)

**File #:** 091487      **Version:** 0  
**Type:** Communication      **Status:** In Committee  
**File created:** 3/2/2010      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

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

**Sponsors:** THE CHAIR

**Indexes:**

**Attachments:** Letter from Dept of Employee Relation and job evaluation report, Fiscal note and spreadsheet, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/2/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

091487

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

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

**Drafter**

CC-CC

TJM

3/1/10



Department of Employee Relations

March 11, 2010

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

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

Dear Committee Members:                      Re: Common Council File Number 091487

The following classification and pay recommendations were approved by the City Service Commission on March 9, 2010.

In the Department of Public Works – Operations Division:

One new position is recommended for classification to Urban Forestry Inspector, PR 530.

One position of Program Assistant II, PR 530 is recommended for Urban Forestry Inspector, PR 530.

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

Sincerely,

Maria Monteagudo  
Employee Relations Director

MM:fcw

Attachments:    1 Job Evaluation Report  
                          1 Fiscal Note

C: Mark Nicolini, Renee Joos, Marianne Walsh, Troy Hamblin, Nicole Fleck, Joe Alvarado, Jeffrey Mantes, Preston Cole, Dan Thomas, David Sivyver, Raphiel Cole, Richard Abelson, John English, Kenneth Wischer, Bill Mollenhauer, James Fields, and Calvin Lee (DC 48).

**JOB EVALUATION REPORT**

City Service Commission Meeting Date: March 9, 2010

**DPW – OPERATIONS DIVISION**

Current	Requested	Recommended
New Position	Forestry Inspector I PR 535 (\$42,660 - \$48,502)	Urban Forestry Inspector PR 530 (\$41,495 - \$46,975)
Program Assistant II PR 530 (\$41,495 - \$46,975)		Urban Forestry Inspector PR 530 (\$41,495 - \$46,975)

**Action Required – Effective Pay Period 1, 2010 (December 27, 2009)**

In the Salary Ordinance, under Pay Range 530, add the title “Urban Forestry Inspector.”

In the Positions Ordinance, under Department of Public Works – Operations Division, Forestry Section, Field Operations, delete one position of “Program Assistant II (A) (X)” and one position of “Forestry Inspector”, and add two positions of “Urban Forestry Inspector (A) (X).”

**Background**

The Department of Public Works has requested that a new position of Forestry Inspector in the Forestry Section of the Operations Division be studied for proper classification. In discussions with David Sivyer, Forestry Services Manager, it was indicated that a current position of Program Assistant II (Pay Range 530) is currently performing the same duties and responsibilities as this new position. Therefore, we are considering the classification of both positions in this report.

**Duties and Responsibilities**

The basic function of these positions, under the direction of the Technical Services Supervisor, is to administer maintenance contracts for 3,000 City-owned vacant lots. This includes mowing; sidewalk snow removal; removal of hazardous trees, nuisance small trees, and shrubs; placement of barricades and signage; and general superintendence. The duties and responsibilities include the following:

- 60% Perform inspections to ensure contractor compliance with contract specifications and performance standards; public safety; and work completion for payment authorization.
- 15% Maintain a current inventory of City-owned vacant lots using geographic information systems (GIS).
- 10% Respond to aldermanic and citizen service requests and complaints in a timely and professional manner.
- 5% Prepare miscellaneous reports and correspondence.
- 5% Participate in general snow and ice control operations.
- 5% Perform other duties as assigned.

Requirements for this position include two years of post secondary education in a related field such as arboriculture, horticulture, or urban forestry; or one year of experience in the Environmental Services Section of the Operations Division of the Department of Public Works performing duties related to this position.

### **Analysis**

To study these positions, comparisons were made to several other positions in the City including the following:

Sanitation Inspector, DPW–Operations–Sanitation, PR 500 (\$33,316 - \$36,708) (2006 rates)  
Provides code enforcement coordination and follow-up related to solid waste ordinances including garbage containment, garbage cart returns, special pickups and conditions of sidewalk snow and ice; documents and maintains code enforcement records and reports as needed; and attends public hearing regarding neighborhood and aldermanic issues as well as citizen appeals at the Administrative Review and Appeals Board.

Code Enforcement Inspector, Neighborhood Services, PR 530 (\$41,495 - \$46,975)  
Assesses and ensures that public buildings are in compliance with all applicable local ordinances and state statutes. This includes conducting fire prevention and building maintenance inspections; preparing citations, orders, and summary reports related to inspections; interpreting codes and ordinances, and evaluating occupancy violations; and advising owners/tenants of violations and suggesting possible methods to bring them into compliance.

Public Works Inspector I, DPW – Infrastructure, PR 535 (\$42,660 - \$48,502)  
Inspects construction work conducted by private contractors and utilities for the City of Milwaukee to ensure compliance with plans and inspections. This includes inspecting the construction of sewer, water, paving, and asphalt resurfacing projects; determining that all materials and workmanship meet established standards; preparing accurate daily records including making sketches of work in progress or completed work; interpreting plans; acting as the City's representative at the construction site; providing information and fielding questions from contractors, City staff, and the public regarding the status of projects; and receiving complaints, recommending solutions and/or referring to a higher level for resolution.

Neighborhood Improvement Housing Inspector, Neighborhood Services, PR 549 (\$51,455 - \$60,432)  
Ensures that the rehabilitation and construction work performed by contractors is reasonably priced, completed within budget, and complies with all state and local building codes and the City's construction specifications and the Neighborhood Improvement Project (NIP) program objectives. Duties include preparing a written scope of work and cost estimate for each project using field notes, measurements, photographs, and other information; signing off on construction permits; authorizing payments to contractors for work completed; and preparing and authorizing written change orders.

We also reviewed the duties and responsibilities of Forestry Inspector I which is an underfill title in Pay Range 535 for the classification of Forestry Inspector II in Pay Range 540. While this classification is not currently being utilized by the department, it was previously responsible for planning, monitoring, and inspecting all phases of construction activities occurring with the public right-of-way in a manner which protects the health of the City's street trees and the safety of its citizens. This included participating in planning the construction of streets, sidewalks, and sewer and water facilities by reviewing proposed paving and construction plans, writing specifications, and determining necessary corrective tree work related to the sidewalk replacement program.


The classification of Forestry Inspector I in Pay Range 535 is stronger than these positions under study since it was more involved with review of construction projects, as are the Public Works Inspector I positions in Pay Range 535. These positions in PR 535 require a higher level of knowledge of construction and of the materials used for sewer, water, paving, and asphalt resurfacing projects. A

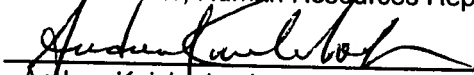
better comparison for these positions under study is the Code Enforcement Inspector I classification in Pay Range 530 which inspect for general maintenance and condition of buildings.

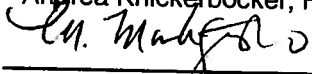
To distinguish these positions under study from the Forestry Inspector I and II classifications, we recommend the title of Urban Forestry Inspector. This title reflects the nature of work and is consistent with other titles in the Forestry Section.

**Recommendation**

Based on the analysis above we therefore recommend that these positions be classified as Urban Forestry Inspector in Pay Range 530.

Prepared by:   
Sarah Trotter, Human Resources Representative

Reviewed by:   
Andrea Knickerbocker, Human Resources Manager

Reviewed by:   
Maria Monteaquido, Employee Relations Director

**CITY OF MILWAUKEE FISCAL NOTE**

A) Date: 3/11/10

File Number: 091487  
Orig Fiscal Note  Substitute

Subject: Classification and pay recommendations approved by the City Service Commission on March 9, 2010

B) Submitted By (name/title/dept/ext.): Sarah Trotter, Human Resources Representative/Dept. of Employee Relations/X2398

C) Check One:  Adoption of this file authorizes expenditures  
 Adoption of this file does not authorize expenditures; further Common Council action needed. List anticipated costs in Section G below.  
 Not applicable / no fiscal impact.

D) Charge to:  Departmental Account (DA)  Contingent Fund (CF)  
 Capital Projects Fund (CPF)  Special Purpose Accounts (SPA)  
 Perm. Improvement Funds (PIF)  Grant & Aid Accounts (G & AA)  
 Other (Specify)

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:	<i>Classification and pay recommendations for 2 new or changed positions in the 2010 budget in the DPW-Operations Division.</i>  <i>(See attached spreadsheet for details)</i>		<i>(See attached spreadsheet)</i>		
Supplies:					
Materials:					
New Equip:					
Equip Repair:					
Rollups (.2045):					
<b>Totals</b>					

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

<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	

G) List any anticipated future costs this project will require for completion:

H) Computations used in arriving at fiscal estimate:  
*(See attached spreadsheet for details)*

Please list any comments on reverse side or attachment and check here  *(See attached)*

Department of Employee Relations  
Fiscal Note Spreadsheet

Finance & Personnel Committee Meeting of March 19, 2010  
City Service Commission Meeting of March 9, 2010

NEW COST FOR 2010										
No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Rollup	Total Rollup+ Sal
1	DPW - Operations	New Position	NA	Urban Forestry Inspector	530	N/A	N/A	N/A	Included in 2010 Budget	
1								\$0	\$0	\$0

Assume new position is effective Pay Period 1 (December 27, 2009)

PROJECTED NEW COST FOR FULL YEAR										
No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Rollup	Total Rollup+ Sal
1	DPW - Operations	New Position	NA	Urban Forestry Inspector	530	N/A	N/A	N/A	Included in 2010 Budget	
1								\$0	\$0	\$0







Legislation Details (With Text)

**File #:** 070010      **Version:** 1  
**Type:** Resolution      **Status:** In Committee  
**File created:** 4/17/2007      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LABOR CONTRACTS

**Attachments:** Dept. of Employee Relations Cover Letter.pdf, Cover letter from Dept of Employee Relations, Summary of Wage and Fringe benefits 2007-2009, Summary of Wage and Fringe benefits 2010-2011, Fiscal Note 2007-2009, Fiscal Note 2010-2011, Local 139 ratification letter 3-2-10, Local 139 letter to Dept of Employee Relations 3-8-10, 2007-09 Agreement, 2010-11 Agreement, Letter from Dept of Employee Relations regarding salary ord changes, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/17/2007	0	COMMON COUNCIL	ASSIGNED TO		
4/18/2007	0	FINANCE & PERSONNEL COMMITTEE	REFERRED TO		
3/8/2010	1	CITY CLERK	DRAFT SUBMITTED		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number  
070010  
Version  
SUBSTITUTE 1  
Reference

Sponsor  
THE CHAIR  
Title

Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO.

Analysis

The purpose of this resolution is to confer common council approval, ratification and confirmation on memoranda of understanding between the City of Milwaukee negotiating team and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO covering wages, hours and conditions of employment for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011.

Body

Whereas, The total agreements between the city negotiating team and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO, for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011 have been reduced to writing; and

Whereas, The memoranda of understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 070010 and incorporated herein as though fully set forth at length, were executed subject to ratification by the Common Council; now, therefore, be it

Whereas, The union membership has ratified the memoranda of understanding and a copy of a letter to that effect is attached to Common Council File No. 070010 and incorporated herein as though fully set forth at length; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the agreements between the city negotiating team and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO be approved; and be it

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

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contracts between the City of Milwaukee and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO which reflect the terms of the agreements; and, be it

Further Resolved, That the proper city officials are hereby authorized and directed to take the necessary action or to make the necessary recommendations to the common council or the

appropriate committees or boards to implement the terms of these agreements; and, be it

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

**Requestor**

Department of Employee Relations

Drafter

NMF

070010 res

labr/LO-139/2007-2009/07-09,10-11 Implementation



Office of the Comptroller  
March 18, 2010

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

Michael J. Daun  
Deputy Comptroller

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

Craig D. Kammholz  
Special Deputy Comptroller

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070010

I have reviewed the fiscal note in the above file, which reports the impact of the wage agreement prepared by the Labor Negotiator for Local 139, IUOE for 2007-2009 and 2010-2011. The total incremental costs as developed by my staff for the January 1, 2007 through December 31, 2009 agreement by category are:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries – Base pay	\$ 21,600	\$ 38,180	\$ 60,660
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	11,302	19,977	31,738
Pension & FICA	2,840	5,020	7,976
Health Ins. Contribution	---	---	(900)
Pension Changes and Sunset for Military	1,091	1,107	1,129
<b>Total Contract Costs:</b>	<b>\$ 36,833</b>	<b>\$ 64,284</b>	<b>\$ 100,603</b>

The total incremental costs as developed by my staff for the January 1, 2010 through December 31, 2011 agreement by category are:

	<u>Year 1</u>	<u>Year 2</u>
Salaries – Base pay	\$ ---	\$ ---
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	---	---
Pension & FICA	---	---
Early Retirement	37,000	---
Wellness Program	6,300	---
Employee Pension Contributions	(3,153)	(6,306)
<b>Total Contract Costs:</b>	<b>\$ 40,147</b>	<b>\$ (6,306)</b>

While we have reviewed all of the items, the Labor Negotiator's pension costs were developed by an actuary. We are not in a position to recompute these figures, as we do not have the appropriate database. We have found the balance of the figures in the note to be reasonable. The figures developed by the Labor Negotiator for 2007-2009 agreement are adequate for use in the file.

Very truly yours,



W. MARTIN MORICS  
Comptroller

WMM:JB

UN36 Loc 139, IUOE 2007-2011

c: Labor Relations  
Deferrred Comp  
ERS

March 16, 2007

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

Dear Mr. Owczarski:

The City of Milwaukee has commenced or will soon commence negotiations for terms and conditions of the 2007 Labor Agreements with the following City unions:

- Milwaukee District Council 48, AFSCME, AFL-CIO
- Public Employees' Union Local #61, LIUNA, AFL-CIO, CLC
- SEIU District 1199W/United Professionals For Quality Health Care
- Joint Bargaining Unit Local #139, I.O.U.E., AFL-CIO, and District Council #48, AFSCME, AFL-CIO
- Association of Law Enforcement Allied Services Personnel, Local #218, I.U.P.A., AFL-CIO, (Police Support Services Personnel)
- Milwaukee Police Supervisors' Organization
- Milwaukee Police Association, Local #21, I.U.P.A., AFL-CIO
- Milwaukee Police Association, Local #21, I.U.P.A., AFL-CIO, (Police Aide Unit)
- Milwaukee Professional Fire Fighters' Association, Local #215, IAFF, AFL-CIO
- International Association of Machinist and Aerospace Workers, District #10, AFL-CIO
- Milwaukee Building and Construction Trades Council
- Association of Scientific Personnel
- Local #195, International Brotherhood of Electrical Workers, AFL-CIO
- Local #75, Journeymen Plumbers and Gas-Fitters Union, AFL-CIO
- Technicians, Engineers and Architects of Milwaukee (TEAM)
- Local #494, International Brotherhood of Electrical Workers, AFL-CIO, (Machine Shop)
- Local #494, International Brotherhood of Electrical Workers, AFL-CIO, (Electrical Group)
- Association of Municipal Attorneys
- Local #494, International Brotherhood of Electrical Workers, AFL-CIO (Fire Equipment Dispatchers-FEDS)

In order to implement any Labor Agreement, a Common Council resolution ratifying and confirming all final terms has to be approved. Please open files for this purpose to cover each individual City Union listed above, for example:

“XXXXXX - Resolution to ratify and confirm the final agreement between the City of Milwaukee and (insert union name)”.

Should you have any questions, please contact Joe Alvarado of my staff at extension 2105. Thank you for your cooperation in this matter.

Sincerely

Troy M. Hamblin  
Labor Negotiator

TMH:JAA:lk

Open negotiation letter\_ City Clerk\_3-16-07  
labr/lbr





Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

March 8, 2010

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

Dear Committee Members:

Re: Common Council File #070010

Agreements on Memoranda of Understandings have been reached between the City Negotiating Team and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO. The Memoranda of Understandings cover wages, hours and conditions of employment for the periods commencing January 1, 2007 through December 31, 2009, and January 1, 2010 through December 31, 2011.

Copies of the Memoranda of Understandings, a resolution approving them, a summary of their provisions, a fiscal note and a notice of ratification from the Union are attached.

It is recommended that the attached resolution be approved.

Sincerely,

Troy M. Hamblin  
City Labor Negotiator

#### Attachments

NMF:lcs  
F&P\_TA-Lo-139\_07-11  
labr/LO-139/2007-2009/07-09, 10-11 Implementation

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District  
Council 48, AFSCME, AFL-CIO  
Three-year Agreement  
CC# 070010**

1. Duration, Article 1: Three year: January 1, 2007 through December 31, 2009.
2. Base Salary, Article 16:
  - a. Effective Pay Period 1, 2007, a 2% across the board increase over Pay Period 26, 2006 wage rates.
  - b. Effective Pay Period 1, 2008, a 1% across the board increase over Pay Period 26, 2007 wage rates.
  - c. Effective Pay Period 14, 2008, a 1% across the board increase over Pay Period 13, 2008 wage rates.
  - d. Effective Pay Period 1, 2009, a 1% across the board increase over Pay Period 26, 2008 wage rates.
  - e. Effective Pay Period 14, 2009, a 1% across the board increase over Pay Period 13, 2009 wage rates.
  - f. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
3. Health Insurance, Article 35:
  - a. Basic Plan: Effective the first full calendar month following implementation of a Health Risk Assessment (HRA), including basic biometrics and a blood draw, but not sooner than December 1, 2009, increase the monthly employee contribution to \$85 single/\$170 family. The monthly employee contribution shall increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall be \$75 per month for single coverage and \$150 per month for family coverage.
  - b. HMO: Effective upon the execution date of the Agreement, eliminate requirement to offer an HMO. City may offer an exclusive provider organization with a South Eastern Wisconsin network and no coverage outside

of network. **Effective the first full calendar month following the execution date of this Agreement**, implement an office visit co-payment of \$10 (waived for preventive care and disease management visits) and an emergency room co-payment increase to \$50 (from \$25). ER co-pay will be waived if the insured is admitted directly to the hospital. Implement a 3-tier drug card with co-payments of \$5/\$17/\$25. Legend drug co-payment shall be \$5. A 90-day mail order supply shall be available for a 60-day co-payment. **Effective October 1, 2009**: implement a monthly employee contribution of \$20 single/\$40 family. Employees selecting a higher cost plan (if applicable) pay \$20/\$40 plus the difference between lowest cost plan and the plan selected. Effective the first full calendar month following implementation of a Health Risk Assessment (HRA) including basic biometrics and a blood draw, but not sooner than December 1, 2009, increase the monthly employee contribution to \$30 single/\$60 family. The monthly employee contribution shall increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall remain at or be reduced to \$20 single/\$40 family.

- c. A Wellness and Prevention Program and Committee shall be established to promote wellness and prevention of illness among employees and their families. The City shall not spend more than two million dollars, annually, Citywide, including the cost of conducting the HRA, on the Wellness and Prevention Program.
- d. For a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement effective the first full calendar month following implementation of the annual HRA but not sooner than December 1, 2009, in addition to the employee contribution specified in subsections 35.3.a.(1) and (2) of this Agreement for active employees, such employees shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 35.3.a.(4) of this Agreement

4. Pension Benefits, Article 34:

Pension benefits for employees covered by this Agreement shall continue unchanged during the term of this Agreement, except as follows:

The sunset of December 31, 2006 will be removed to permit employees represented by this Union who participate in the combined fund and who retire after December 31, 2006 to receive creditable service for active military service, as provided in 36-04-1-c of the City Charter.

5. Sick Leave, Article 26:

Continue the Sick Leave Incentive Program through Pay Period 26, 2009.

6. Layoffs:

The City agrees that there will be no layoffs of Lo. 139 employees from October 6, 2009 through Pay Period 26, 2009 with the exception of seasonal layoffs and loss of grant funding.

- This provision shall expire at the end of Pay Period 26, 2009.

7. City Letter:

The City agrees to withdraw its June 3, 2009 letter regarding ceasing of the practice of providing pay step advancement during a contract hiatus.

8. Add or update applicable dates, references, and delete obsolete language.

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District  
Council 48, AFSCME, AFL-CIO  
Two-year Agreement  
CC# 070010**

1. Duration, Article 1: Two year: January 1, 2010 through December 31, 2011.
2. Base Salary, Article 16:
  - a. During the term of the Agreement, the biweekly base salary paid to employees shall be those rates which became effective Pay Period 14, 2009.
  - b. Effective Pay Period 1, 2010 through Pay Period 26, 2011 there shall be no pay step advancement.
    - This provision shall expire at the end of Pay Period 26, 2011.
3. Pension Benefits, Article 34:
  - a. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement during the term of the Agreement shall receive a 2% COLA increase after the first twelve months of retirement.
    - This provision shall expire 12/31/2011.
  - b. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.
    - This provision shall expire 12/31/2010.
  - c. Employee's who are new members to the Employee Retirement System on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%. Employee's entering the bargaining unit who are already paying the 5.5% member contribution shall continue to make that contribution.

4. Health Insurance, Article 35:

Employees who retire from active service on a normal service retirement and elect to use the bonus year to meet the minimum age requirements or years of creditable service for retiree health insurance shall be entitled to the benefits under subsections 35.2.e or f and costs under subsection 35.3.c.(1) or (2).

- This provision shall expire at the end of Pay Period 26, 2010.

5. Sick Leave, Article 26:

Continue the Sick Leave Incentive Program through Pay Period 26, 2011.

6. Layoffs:

The City agrees that there will be no layoffs of Lo. 139 employees from Pay Period 1, 2010 through Pay Period 26, 2010 with the exception of seasonal layoffs, loss of grant funding, or loss of reimbursement for specific positions or programs.

- This provision shall expire at the end of Pay Period 26, 2010.

If Public Employee's Union #61, LIUNA 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.

7. Furloughs:

- a. There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011.
- b. 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.
- c. The agreement on furloughs shall not be used by either party in future grievances, prohibited practice complaints, or any other legal actions.
- d. These provisions shall expire at the end of Pay Period 26, 2011.

8. Add or update applicable dates, references, and delete obsolete language.

**CITY OF MILWAUKEE FISCAL NOTE**

A) Date: 3-8-10

File Number: 070010  
 Original Fiscal Note  Substitute

Subject: Resolution to ratify and confirm the 2007-2009 final Agreement between the City of Milwaukee and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO.

B) Submitted By (name/title/dept/ext.): Nicole Fleck/Labor Relations Officer./Employee Relations/x3371

C) Check One:  Adoption of this file authorizes expenditures  
 Adoption of this file does not authorize expenditures; further Common Council action needed. List anticipated costs in Section G below.  
 Not applicable / no fiscal impact. (See H below)

D) Charge to:  Departmental Account (DA)  Contingent Fund (CF)  
 Capital Projects Fund (CPF)  Special Purpose Accounts (SPA)  
 Perm. Improvement Funds (PIF)  Grant & Aid Accounts (G & AA)  
 Other (Specify)

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:			172,127		
Pensions:			19,888		
Health Ins:					900
Life Ins:			651		
Equip Repair:					
Other: Auto					
<b>Totals</b>			192,666		900

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

<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	

G) List any anticipated future costs this project will require for completion:  
 Costs of \$109,252 and savings of \$6,918 will recur on an annual basis ('07, '08 and '09 repeats).

H) Computations used in arriving at fiscal estimate:  
 Current staffing levels.

Please list any comments on reverse side and check here

**CITY OF MILWAUKEE FISCAL NOTE**

A) Date: 3-8-10

File Number: 070010  
 Original Fiscal Note  Substitute

Subject: Resolution to ratify and confirm the 2010-2011 final agreement between the City of Milwaukee and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO.

B) Submitted By (name/title/dept/ext.): Nicole Fleck/Labor Relations Officer./Employee Relations/x3371

C) Check One:  Adoption of this file authorizes expenditures  
 Adoption of this file does not authorize expenditures; further Common Council action needed. List anticipated costs in Section G below.  
 Not applicable / no fiscal impact. (See H below)

D) Charge to:  Departmental Account (DA)  Contingent Fund (CF)  
 Capital Projects Fund (CPF)  Special Purpose Accounts (SPA)  
 Perm. Improvement Funds (PIF)  Grant & Aid Accounts (G & AA)  
 Other (Specify)

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:					
Pensions:			37,000		
Health Ins:					
Life Ins:					
Equip Repair:					
Other:					
<b>Totals</b>			\$37,000		

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

<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	

G) List any anticipated future costs this project will require for completion:  
 Costs of \$37,000 will recur on an annual basis during the period of amortization of this cost.

H) Computations used in arriving at fiscal estimate:  
 Current staffing levels.

Please list any comments on reverse side and check here





# International Union of Operating Engineers

LOCAL ONE HUNDRED AND THIRTY-NINE

CHARTERED FOR THE STATE OF WISCONSIN

N27 W23233 ROUNDY DRIVE P.O. BOX 130 PEWAUKEE, WISCONSIN 53072

PHONE: (262) 896-0139 FAX (262) 896-0758

**TERRANCE E. MCGOWAN**  
Business Manager

March 2, 2010

**RRR - CERTIFIED**

**Return Receipt # 7007 2680 0000 2173 6175**

(also sent via regular mail)

Troy Hamblin, City Negotiator  
Department of Employee Relations  
City Hall, 7<sup>th</sup> Floor  
City of Milwaukee  
200 East Wells Street  
Milwaukee, WI 53202

2010 MAR - 3 P 12: 23

CITY OF MILWAUKEE  
DEPT. OF EMP. RELATIONS  
CITY HALL RM 706

Dear Mr. Hamblin:

Local 139 would like to inform you that on Monday, March 1, 2010, Local 139 bargaining unit members ratified the contract proposal at a vote of 10 in favor, 8 opposed.

If you have any questions please contact myself, Tim Goetz or Greg West.

Sincerely,

Willie D. Ellis  
Business Representative/Organizer  
I.U.O.E. Local 139

WDE/rw opeiu #9 P:\Rebecca\Willie D. Ellis\Letter to Hamblin re contract proposal.doc

**BRANCH OFFICES:**

**Appleton:** 5191 A Abitz Road  
Appleton, Wisconsin 54914  
Phone: (920) 739-6378

**Madison:** 4702 South Biltmore Lane  
Madison, Wisconsin 53718  
Phone: (608) 243-0139

**Eau Claire:** 1003 S. Hillcrest Parkway  
Altoona, Wisconsin 54720  
Phone: (715) 838-0139



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

March 8, 2010

Mr. Willie Ellis, Business Representative  
International Union of Operating Engineers, Local 139  
PO Box 130  
Pewaukee, Wisconsin 53072

Re: Pay Step Advancement Letter Dated June 3, 2009

Dear Mr. Ellis:

Per the settlement agreement for the 2007-2009 Agreement between the City of Milwaukee and Local 139, IUOE, the City agrees to withdraw the letter dated June 3, 2009 regarding pay step advancement.

Sincerely,

Troy M. Hamblin  
Labor Negotiator

TMH

WithdrawStepLetter\_Lo139\_WE\_3 08 2010.doc  
LABR/LO-139/2007-2009/07-09; 10-11 Implementation

**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, 2007, thru December 31, 2009**

## **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, 2007, and ending at 12:01 A.M. on January 1, 2010, unless both parties agree to extend it beyond that date.
- 1.2. Not earlier than August 1, 2009, nor later than August 30, 2009, 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. The hourly base salary paid to employees in classifications covered by this Agreement shall be as set forth in Appendix A as attached. The rates in Appendix A effective Pay Period 1, 2007, shall reflect a 2% across the board increase over Pay Period 26, 2006 wage rates; the rates effective Pay Period 1, 2008, shall reflect a 1% across the board increase over Pay Period 26, 2007 wage rates; the rates effective Pay Period 14, 2008, shall reflect a 1% across the board increase over Pay Period 13, 2008 wage rates; the rates effective Pay Period 1, 2009, shall reflect a 1% across the board increase over Pay Period 26, 2008 wage rates, and the rates effective Pay Period 14, 2009, shall reflect a 1% across the board increase over Pay Period 13, 2009 wage rates.
- 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. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.

## 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 2007, 2008 and 2009. 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, 2009. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2009.



- 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.

## **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 2004-2006 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) Effective upon the execution date of this Agreement, 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) Effective the first full month following the execution date of the Agreement: the following co-payments shall be implemented:
  - (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in 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 date 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. 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 2007, 2008, and 2009

(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, 2010 coverage is deducted from the employees December, 2009 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, but no sooner than December 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
- i The employee contribution shall 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 2007, 2008 and 2009.
- (a) Except as provided in subsection 35.3.a.(3), below, for employees enrolled in a HMO during calendar years 2007, 2008 and 2009, 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, effective October 1, 2009, 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, but no sooner than December 1, 2009, an employee enrolled in an HMO plan shall contribute the following amounts:

- i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
  - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 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.
- (3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such

computation shall be based on the subscriber cost established for family enrollment status.

- (4) 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.

- (5) Effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, 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.(4), above.

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years

2007, 2008 and 2009, 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, 2007, and December 31, 2009

(1) Except as noted below, 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 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, 2007 and December 31, 2009 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 2007, 2008 and 2009

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 2007, 2008 and 2009: 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 2007, 2008 and 2009.
- 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 October 6, 2009 thru Pay Period 26, 2009, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs and layoffs due to loss of grant funding. This provision shall expire at the end of Pay Period 26, 2009.

## **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 Monteagudo  
Employee Relations Director

\_\_\_\_\_  
John English, Staff Rep.  
Milwaukee District Council #48

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

\_\_\_\_\_  
Willie D. Ellis, Business Agent

\_\_\_\_\_  
Local #139

\_\_\_\_\_  
Daniel Schultz, Business Representative  
Local #139

\_\_\_\_\_  
Nicole M. Fleck  
Staff Representative

FOR THE CITY:

FOR THE UNION:

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

\_\_\_\_\_  
Henry Harris

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

\_\_\_\_\_  
Kenneth Wischer

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

\_\_\_\_\_  
W. Martin Morics  
City Comptroller

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

**SIGNATURES**

07-09Labr/lo-139 **APPENDIX "A"**

**2007 RATES OF PAY**

**Effective Pay Period 1, 2007 (December 31, 2006), the hourly rates of pay as follows:**

Pay Range 956

Tractor Operator (Under 40 H.P.)

\$25.53

Pay Range 957

Snow Operator-Light

\$26.18

Pay Range 958

Harbor Crane Operator

\$27.41

Pay Range 960

Asphalt Plant Operation Engineer  
Tractor Operator  
Bulldozer Operator  
End Loader Operator  
Grader Operator

\$26.49

Pay Range 961

Snow Operator-Heavy

\$27.16

Pay Range 962



Clamshell Operator  
Crane Operator  
Grad All Operator

\$26.89

## 2008 RATES OF PAY

Effective Pay Period 1, 2008 (December 30, 2007), the hourly rates of pay are as follows:

### Pay Range 956

Tractor Operator (Under 40 H.P.)

\$25.79

### Pay Range 957

Snow Operator-Light

\$26.44

### Pay Range 958

Harbor Crane Operator

\$27.68

### Pay Range 960

Asphalt Plant Operation Engineer  
Tractor Operator  
Bulldozer Operator  
End Loader Operator  
Grader Operator

\$26.75

### Pay Range 961

Snow Operator-Heavy

\$27.43

### Pay Range 962

Clamshell Operator  
Crane Operator  
Grad All Operator

\$27.16

## 2008 RATES OF PAY

**Effective Pay Period 14, 2008 (June 29, 2008), the hourly rates of pay are as follows:**

Pay Range 956

Tractor Operator (Under 40 H.P.)

\$26.05

Pay Range 957

Snow Operator-Light

\$26.70

Pay Range 958

Harbor Crane Operator

\$27.96

Pay Range 960

Asphalt Plant Operation Engineer

Tractor Operator

Bulldozer Operator

End Loader Operator

Grader Operator

\$27.02

Pay Range 961

Snow Operator-Heavy

\$27.70

Pay Range 962

Clamshell Operator

Crane Operator

Grad All Operator

\$27.43

**2009 RATES OF PAY**

**Effective Pay Period 1, 2009 (December 28, 2008), the hourly rates of pay are as follows:**

Pay Range 956

Tractor Operator (Under 40 H.P.)

\$26.31

Pay Range 957

Snow Operator-Light

\$26.97

Pay Range 958

Harbor Crane Operator

\$28.24

Pay Range 960

Asphalt Plant Operation Engineer  
Tractor Operator  
Bulldozer Operator  
End Loader Operator  
Grader Operator

\$27.29

Pay Range 961

Snow Operator-Heavy

\$27.98

Pay Range 962

Clamshell Operator  
Crane Operator  
Grad All Operator

\$27.70

## 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.

May 10, 2005

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 2007-2009 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, 2007, and expiring December 31, 2009. 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

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1</b> .....	<b>2</b>
DURATION OF AGREEMENT AND TIMETABLE.....	2
<b>ARTICLE 2</b> .....	<b>3</b>
NEGOTIATIONS .....	3
<b>ARTICLE 3</b> .....	<b>4</b>
SUBORDINATE TO CHARTER.....	4
<b>ARTICLE 4</b> .....	<b>5</b>
ORDINANCE AND RESOLUTION REFERENCE .....	5
<b>ARTICLE 5</b> .....	<b>6</b>
NOTICES .....	6
<b>ARTICLE 6</b> .....	<b>7</b>
MANAGEMENT RIGHTS .....	7
<b>ARTICLE 7</b> .....	<b>9</b>
RECOGNITION .....	9
<b>ARTICLE 8</b> .....	<b>10</b>
UNION NEGOTIATING COMMITTEE .....	10
<b>ARTICLE 9</b> .....	<b>11</b>
LIMITATIONS UPON UNION ACTIVITY .....	11
<b>ARTICLE 10</b> .....	<b>12</b>
DUES & FAIR SHARE DEDUCTIONS .....	12
<b>ARTICLE 11</b> .....	<b>14</b>
JOINT LABOR/MANAGEMENT COMMITTEES.....	14
<b>ARTICLE 12</b> .....	<b>16</b>
PROHIBITION OF STRIKES AND LOCKOUTS.....	16
<b>ARTICLE 13</b> .....	<b>17</b>
DISCIPLINE NOT SUBJECT TO JURISDICTION OF CITY SERVICE COMMISSION .....	17
<b>ARTICLE 14</b> .....	<b>18</b>
GRIEVANCE PROCEDURE.....	18
<b>ARTICLE 15</b> .....	<b>19</b>
ARBITRATION PROCEDURE.....	19
<b>ARTICLE 16</b> .....	<b>22</b>
BASE SALARY .....	22
HOURS OF WORK.....	24
<b>ARTICLE 18</b> .....	<b>25</b>

OVERTIME.....	25
<b>ARTICLE 19.....</b>	<b>28</b>
SHIFT AND WEEKEND DIFFERENTIAL.....	28
<b>ARTICLE 20.....</b>	<b>29</b>
CALL-IN PAY.....	29
<b>ARTICLE 21.....</b>	<b>30</b>
OWED TIME.....	30
<b>ARTICLE 22.....</b>	<b>31</b>
TERMINAL LEAVE.....	31
<b>ARTICLE 23.....</b>	<b>32</b>
CLAIMS COMMITTEE.....	32
<b>ARTICLE 24.....</b>	<b>33</b>
CLOTHING ALLOWANCE.....	33
<b>ARTICLE 25.....</b>	<b>34</b>
SAFETY SHOE ALLOWANCE PROGRAM.....	34
<b>ARTICLE 26.....</b>	<b>36</b>
SICK LEAVE.....	36
<b>ARTICLE 27.....</b>	<b>42</b>
DUTY INCURRED DISABILITY PAY.....	42
<b>ARTICLE 28.....</b>	<b>44</b>
VACATIONS.....	44
<b>ARTICLE 29.....</b>	<b>47</b>
HOLIDAYS.....	47
<b>ARTICLE 30.....</b>	<b>48</b>
"09 DAYS".....	48
<b>ARTICLE 31.....</b>	<b>49</b>
MILITARY LEAVE.....	49
<b>ARTICLE 32.....</b>	<b>53</b>
TIME OFF FOR JURY DUTY.....	53
<b>ARTICLE 33.....</b>	<b>54</b>
FUNERAL LEAVE.....	54
<b>ARTICLE 34.....</b>	<b>56</b>
PENSION BENEFITS.....	56
<b>ARTICLE 35.....</b>	<b>57</b>
HEALTH INSURANCE.....	57
<b>ARTICLE 36.....</b>	<b>75</b>
LIFE INSURANCE.....	75

<b>ARTICLE 37</b> .....	<b>79</b>
MUTUAL OBLIGATIONS.....	79
<b>ARTICLE 38</b> .....	<b>80</b>
HALF-TIME EMPLOYEES.....	80
<b>ARTICLE 39</b> .....	<b>81</b>
TRAINING PROGRAM.....	81
<b>ARTICLE 40</b> .....	<b>82</b>
TUITION AND TEXTBOOK REIMBURSEMENT.....	82
<b>ARTICLE 41</b> .....	<b>84</b>
LONG TERM DISABILITY PROGRAM.....	84
<b>ARTICLE 42</b> .....	<b>85</b>
MISCELLANEOUS.....	85
<b>ARTICLE 43</b> .....	<b>86</b>
SENIORITY FOR LAYOFF PURPOSES.....	86
<b>ARTICLE 44</b> .....	<b>87</b>
AMERICANS WITH DISABILITIES ACT.....	87
<b>ARTICLE 45</b> .....	<b>88</b>
JOINT CITY-UNION EARLY INTERVENTION PROGRAM.....	88
<b>ARTICLE 46</b> .....	<b>89</b>
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT.....	89
<b>ARTICLE 47</b> .....	<b>90</b>
SAVINGS CLAUSE.....	90
<b>ARTICLE 48</b> .....	<b>91</b>
ENTIRE AGREEMENT.....	91
<b>SIGNATURES</b> .....	<b>93</b>
<b>APPENDIX B</b> .....	<b>99</b>

**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



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1</b> .....	<b>2</b>
DURATION OF AGREEMENT AND TIMETABLE.....	2
<b>ARTICLE 2</b> .....	<b>3</b>
NEGOTIATIONS .....	3
<b>ARTICLE 3</b> .....	<b>4</b>
SUBORDINATE TO CHARTER.....	4
<b>ARTICLE 4</b> .....	<b>5</b>
ORDINANCE AND RESOLUTION REFERENCE .....	5
<b>ARTICLE 5</b> .....	<b>6</b>
NOTICES .....	6
<b>ARTICLE 6</b> .....	<b>7</b>
MANAGEMENT RIGHTS .....	7
<b>ARTICLE 7</b> .....	<b>9</b>
RECOGNITION .....	9
<b>ARTICLE 8</b> .....	<b>10</b>
UNION NEGOTIATING COMMITTEE .....	10
<b>ARTICLE 9</b> .....	<b>11</b>
LIMITATIONS UPON UNION ACTIVITY .....	11
<b>ARTICLE 10</b> .....	<b>12</b>
DUES & FAIR SHARE DEDUCTIONS .....	12
<b>ARTICLE 11</b> .....	<b>14</b>
JOINT LABOR/MANAGEMENT COMMITTEES.....	14
<b>ARTICLE 12</b> .....	<b>16</b>
PROHIBITION OF STRIKES AND LOCKOUTS.....	16
<b>ARTICLE 13</b> .....	<b>17</b>
DISCIPLINE NOT SUBJECT TO JURISDICTION OF CITY SERVICE COMMISSION .....	17
<b>ARTICLE 14</b> .....	<b>18</b>
GRIEVANCE PROCEDURE.....	18
<b>ARTICLE 15</b> .....	<b>19</b>
ARBITRATION PROCEDURE.....	19
<b>ARTICLE 16</b> .....	<b>22</b>
BASE SALARY .....	22
HOURS OF WORK.....	24
<b>ARTICLE 18</b> .....	<b>25</b>

OVERTIME.....	25
<b>ARTICLE 19.....</b>	<b>28</b>
SHIFT AND WEEKEND DIFFERENTIAL.....	28
<b>ARTICLE 20.....</b>	<b>29</b>
CALL-IN PAY.....	29
<b>ARTICLE 21.....</b>	<b>30</b>
OWED TIME.....	30
<b>ARTICLE 22.....</b>	<b>31</b>
TERMINAL LEAVE.....	31
<b>ARTICLE 23.....</b>	<b>32</b>
CLAIMS COMMITTEE.....	32
<b>ARTICLE 24.....</b>	<b>33</b>
CLOTHING ALLOWANCE.....	33
<b>ARTICLE 25.....</b>	<b>34</b>
SAFETY SHOE ALLOWANCE PROGRAM.....	34
<b>ARTICLE 26.....</b>	<b>36</b>
SICK LEAVE.....	36
<b>ARTICLE 27.....</b>	<b>42</b>
DUTY INCURRED DISABILITY PAY.....	42
<b>ARTICLE 28.....</b>	<b>44</b>
VACATIONS.....	44
<b>ARTICLE 29.....</b>	<b>47</b>
HOLIDAYS.....	47
<b>ARTICLE 30.....</b>	<b>49</b>
"09 DAYS".....	49
<b>ARTICLE 31.....</b>	<b>50</b>
MILITARY LEAVE.....	50
<b>ARTICLE 32.....</b>	<b>54</b>
TIME OFF FOR JURY DUTY.....	54
<b>ARTICLE 33.....</b>	<b>55</b>
FUNERAL LEAVE.....	55
<b>ARTICLE 34.....</b>	<b>57</b>
PENSION BENEFITS.....	57
<b>ARTICLE 35.....</b>	<b>59</b>
HEALTH INSURANCE.....	59
<b>ARTICLE 36.....</b>	<b>77</b>
LIFE INSURANCE.....	77

<b>ARTICLE 37</b> .....	<b>81</b>
MUTUAL OBLIGATIONS.....	81
<b>ARTICLE 38</b> .....	<b>82</b>
HALF-TIME EMPLOYEES.....	82
<b>ARTICLE 39</b> .....	<b>83</b>
TRAINING PROGRAM.....	83
<b>ARTICLE 40</b> .....	<b>84</b>
TUITION AND TEXTBOOK REIMBURSEMENT.....	84
<b>ARTICLE 41</b> .....	<b>86</b>
LONG TERM DISABILITY PROGRAM.....	86
<b>ARTICLE 42</b> .....	<b>87</b>
MISCELLANEOUS.....	87
<b>ARTICLE 43</b> .....	<b>88</b>
SENIORITY FOR LAYOFF PURPOSES.....	88
<b>ARTICLE 44</b> .....	<b>89</b>
AMERICANS WITH DISABILITIES ACT.....	89
<b>ARTICLE 45</b> .....	<b>90</b>
JOINT CITY-UNION EARLY INTERVENTION PROGRAM.....	90
<b>ARTICLE 46</b> .....	<b>91</b>
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT.....	91
<b>ARTICLE 47</b> .....	<b>92</b>
SAVINGS CLAUSE.....	92
<b>ARTICLE 48</b> .....	<b>93</b>
ENTIRE AGREEMENT.....	93
<b>SIGNATURES</b> .....	<b>94</b>
<b>APPENDIX A</b> .....	<b>95</b>
<b>APPENDIX B</b> .....	<b>96</b>



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

March 12, 2010

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

Dear Committee Members:      Re: Common Council File Number 070010

---

- Analysis -

This report recommends approval of the necessary Salary Ordinance changes to implement the 2007-2009 and 2010-2011 Labor Agreement between Local 139, International Union of Operating Engineers (IUOE), AFL-CIO and District Council 48, AFSCME, AFL-CIO and the City of Milwaukee.

---

This report concerns the implementation of the 2007-2009 and 2010-2011 Labor Agreement between Local 139, International Union of Operating Engineers (IUOE), AFL-CIO and District Council 48, AFSCME, AFL-CIO and the City of Milwaukee with regard to rates of pay and special pay provisions.

#### **Base Salary, 2007- 2009 Agreement**

Effective Pay Period 1, 2007, a 2.0% across the board wage increase over Pay Period 26, 2006 wage rates. (See attached 2007 Salary Ordinance amendments for rates)

Effective Pay Period 1, 2008, a 1.0% across the board wage increase over Pay Period 26, 2007 wage rates. (See attached 2008 Salary Ordinance amendments for rates)

Effective Pay Period 14, 2008, a 1.0% across the board wage increase over Pay Period 13, 2008 wage rates. (See attached 2008 Salary Ordinance amendments for rates)

Effective Pay Period 1, 2009, a 1.0% across the board wage increase over Pay Period 26, 2008 wage rates. (See attached 2009 Salary Ordinance amendments for rates)

Effective Pay Period 14, 2009, a 1.0% across the board wage increase over Pay Period 13, 2009 wage rates. (See attached 2009 Salary Ordinance amendments for rates)

**Base Salary, 2010-2011 Agreement**

Effective Pay Period 1, 2010, the agreement specifies no increase across the board wage increase over Pay Period 26, 2009 wage rates.

Effective Pay Period 1, 2011, the agreement specifies no increase across the board wage increase over Pay Period 26, 2010 wage rates.

In order to implement the general salary increases it is recommended that the Salary Ordinance be amended as specified in the attachments.

Sincerely,



MARIA MONTEAGUDO  
Employee Relations Director

MM:fcw

Attachments: 2007- 2009 Salary Ordinance Changes

**SALARY ORDINANCE CHANGES  
FOR LOCAL 139, IUOE**

**2007 Effective Pay Period 1, 2007 (December 31, 2006)**

Official Rate-Hourly (2007) 25.53	Pay Range 956
Official Rate-Hourly (2007) 26.18	Pay Range 957
Official Rate-Hourly (2007) 27.41	Pay Range 958
Official Rate-Hourly (2007) 26.49	Pay Range 960
Official Rate-Hourly (2007) 27.16	Pay Range 961
Official Rate-Hourly (2007) 26.89	Pay Range 962

**2008 Effective Pay Period 1, 2008 (December 30, 2007)**

Official Rate-Hourly (2008) 25.79	Pay Range 956
Official Rate-Hourly (2008) 26.44	Pay Range 957
Official Rate-Hourly (2008) 27.68	Pay Range 958
Official Rate-Hourly (2008) 26.75	Pay Range 960
Official Rate-Hourly (2008) 27.43	Pay Range 961
Official Rate-Hourly (2008) 27.16	Pay Range 962

**2008 Effective Pay Period 14, 2008 (June 29, 2008)**

Pay Range 956

Official Rate-Hourly (2008)  
26.05

Pay Range 957

Official Rate-Hourly (2008)  
26.70

Pay Range 958

Official Rate-Hourly (2008)  
27.96

Pay Range 960

Official Rate-Hourly (2008)  
27.02

Pay Range 961

Official Rate-Hourly (2008)  
27.70

Pay Range 962

Official Rate-Hourly (2008)  
27.43



**2009 Effective Pay Period 1, 2009 (December 29, 2008)**

Pay Range 956

Official Rate-Hourly (2009)  
26.31

Pay Range 957

Official Rate-Hourly (2009)  
26.97

Pay Range 958

Official Rate-Hourly (2009)  
28.24

Pay Range 960

Official Rate-Hourly (2009)  
27.29

Pay Range 961

Official Rate-Hourly (2009)  
27.98

Pay Range 962

Official Rate-Hourly (2009)  
27.70

**2009 Effective Pay Period 14, 2009 (June 28, 2009)**

Pay Range 956

Official Rate-Hourly (2009)  
26.57

Pay Range 957

Official Rate-Hourly (2009)  
27.24

Pay Range 958

Official Rate-Hourly (2009)  
28.52

Pay Range 960

Official Rate-Hourly (2009)  
27.56

Pay Range 961

Official Rate-Hourly (2009)  
28.26

Pay Range 962

Official Rate-Hourly (2009)  
27.98





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091530**

**File ID:** 091530      **Type:** Charter Ordinance      **Status:** In Committee

**Version:** 1      **Reference:**      **Controlling Body:** FINANCE & PERSONNEL COMMITTEE

**Requester:** COMMON COUNCIL      **Cost:**      **File Created:** 03/02/2010

**File Name:**      **Final Action:**

**Title:** A substitute charter ordinance relating to retirement benefits for certain city employees.

**Notes:**

**Code Sections:**

**Indexes:** CHARTER ORDINANCES, RETIREMENT BENEFITS

**Sponsors:** THE CHAIR

**Attachments:** Cover letter from Dept of Employee Relations, Fiscal Note, Hearing Notice List

**Drafter:** bjz

**Contact:**

**Agenda Date:**

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

**Effective Date:**

**Extra Date 2:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
0	COMMON COUNCIL	03/02/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE				
	<b>Action Text:</b>	This Charter Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010			
1	CITY CLERK	03/16/2010	DRAFT SUBMITTED					
	<b>Action Text:</b>	This Charter Ordinance was DRAFT SUBMITTED						
0	FINANCE & PERSONNEL COMMITTEE	03/19/2010						

### Text of Legislative File 091530

..Number  
091530  
..Version  
SUBSTITUTE 1

..Reference

091308

..Sponsor

THE CHAIR

..Title

A substitute charter ordinance relating to retirement benefits for certain city employees.

..Sections

36-04-1-c am

36-04-1-f am

36-05-1-h-5-b am

36-08-7-a-2 am

36-08-7-m am

..Analysis

This charter ordinance changes retirement benefits for employees represented by Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO as follows:

1. Effective for employees who retire on or after January 1, 2007, the expiration date for granting creditable service for prior military service is eliminated.
2. A bonus year is added to the pension payment formulary thus qualifying an employee to retire earlier or add pension-eligible service time, or both. Employees who retire in 2010 are eligible.
3. Employees retiring in 2010 and 2011 shall receive an earlier cost-of-living increase of 2% effective the first anniversary of their retirement.
4. Employees hired on or after January 1, 2010, shall contribute 5.5% of their earnable compensation as a contribution to the retirement system.

This charter ordinance also changes retirement benefits for employees of the Milwaukee Metropolitan Sewerage District represented by District Council 48, AFSCME, AFL-CIO, Local 366 as follows:

1. Employees who participate in the combined fund and retire on a service retirement allowance on or after March 8, 2010 shall be granted creditable service for prior military service.
2. A bonus year is added to the pension payment formulary thus qualifying an employee to retire earlier or add pension-eligible service time, or both. Employees who retire between May 1, 2010 and April 30, 2011, and give notice by February 1, 2011 of their intent to retire are eligible.

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. The note appended to s. 36-04-1-c of the city charter, as affected by Common Council file number 091308, passed March 2, 2010, is amended to read:

36-04. Creditable Service.

1. SERVICE CREDITED. c.

NOTE: The foregoing amendment to s. 36-04-1-c shall apply only to policemen represented by the MPA and firemen represented by Local 215, IAFF, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1998 and December 31, 2002; policemen represented by the MPSO, and general city employees, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1999 and December 31, 2002; non-represented firemen or policemen who participate in the combined fund and who retire on a service retirement allowance between January 1, 2000 and December 31, 2002; policemen represented by the MPA, firemen represented by Local 215, IAFF, nonrepresented firemen, and general city management and nonrepresented employees, who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003; city of Milwaukee employees who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006, and who are represented by the Public Employees' Union 61, LIUNA, AFL-CIO; [[Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO;]] the Association of Law Enforcement Allied Services Personnel; or Local #218, I.U.P.A., AFL-CIO (Police Support Service Personnel); Local 494, IBEW, AFL-CIO, Fire Equipment Dispatchers; city of Milwaukee employees who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003, and who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO; city of Milwaukee employees represented by the Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement allowance on or after August 1, 2007; city of Milwaukee employees represented by the Technicians, Engineers and Architects of Milwaukee, the

Association of Scientific Personnel, and the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop, [[and]] District 10, IAMAW, AFL-CIO >> and Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO << who participate in the combined fund and who retire on a service retirement or allowance on or after January 1, 2007; city of Milwaukee employees represented by the International Association of Machinists and Aerospace Workers who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006; and city of Milwaukee employees represented by Local 494, IBEW, AFL-CIO, Electrical Group, who participate in the combined fund and who retire on a service retirement allowance on or after June 1, 2007; and members represented by the Administrators and Supervisors Council who participate in the combined fund and retire on a service retirement allowance between January 1, 2003 and June 30, 2007; and Milwaukee public schools employees represented by Local 150, FSA/SNA/HCA; Local 150, BSH; Local 1053, District Council 48; Local 950, International Union of Operating Engineers; Local 1616, District Council 48 and Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement between January 1, 2004 and June 30, 2007; and employees of Veolia Water Milwaukee, LLC., represented by District Council 48, AFSCME, AFL-CIO, Local 366, or IBEW, Local 494, or Steamfitters, Local 601, or International Union of Operating Engineers, Local 317, or District No. 10, I.A.M.A.W., Lodge 66, who participate in the combined fund and retire on a service retirement allowance on or after March 1, 2008 >>; employees of the Milwaukee Metropolitan Sewerage District represented by District Council 48, AFSCME, AFL-CIO, Local 366, who participate in the combined fund and retire on a service retirement allowance on or after March 8, 2010<<.

Part 2. Section 36-04-1-f of the city charter is amended to read:

f. City employees represented by Milwaukee District Court 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop, District 10, IAMAW, AFL-CIO >> , Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO<< and nonmanagement/nonrepresented employees who during the calendar year 2010 retire from active service on a normal service retirement allowance, including allowances under s. 36-05-1-d-3, or on an immediate retirement allowance under s. 36-05-6-c, shall be eligible for a bonus year. At the member's discretion, the bonus year may be added either to the member'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 12 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 s. 36-06-10-f. In order to be eligible for the bonus year provided in this paragraph, a nonrepresented/nonmanagement employee must provide notice of his or her intent to retire to his or her department head or designee by August 31, 2010. >>Employees of the Milwaukee Metropolitan Sewerage District represented by District Council 48, AFSCME, AFL-CIO, Local 366, who during the period commencing May 1, 2010 and ending April 30, 2011, retire from active service on a normal service retirement allowance, including allowances under s. 36-05-1-d-3, or on an immediate retirement allowance under s. 36-05-6-c, shall be eligible for a bonus year pursuant to this paragraph and must give notice by February 1, 2011, of their intent to retire in order to be eligible for the bonus year. This provision shall expire at the end of April 30, 2011.<<

Part 3. Section 36-05-1-h-5-b of the city charter is amended to read:

36-05. Benefits.

1. SERVICE RETIREMENT ALLOWANCE.

h-5-b. City employees represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop, District 10, IAMAW, AFL-CIO >>, Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO << and nonmanagement/nonrepresented employees who during the calendar years 2010 and 2011 retire from active service on a normal service retirement allowance, including allowances under par. d-3, or on an immediate retirement allowance

under par. 6-c, and their surviving spouses, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.

Part 4. Section 36-08-7-a-2 of the city charter is amended to read:

36-08. Method of Financing.

7. MEMBER CONTRIBUTIONS

a-2. City employes hired on or after January 1, 2010, who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop, District 10, IAMAW, AFL-CIO >>, Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO << and management and nonmanagement/nonrepresented employes shall contribute 5.5% of their earnable compensation.

Part 5. Section 36-08-7-m of the city charter is amended to read:

m. During the 8-year period immediately following their enrollment, general city employes who are enrolled as members on or after January 1, 2000 shall contribute to the combined fund a sum expressed as 1.60% of the member's pensionable earnings if they participate in the combined fund. If a member who makes contributions under this par. separates from service without a vested pension or withdraws his or her accumulated contributions, amounts contributed under this par. shall be returned to the contributor without interest. This subsection shall not apply to city employes hired on or after January 1, 2010 who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop, District 10, IAMAW, AFL-CIO >>, Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO << and management and nonmanagement/nonrepresented employes .

Part 6. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless within such 60 days a referendum petition is filed as provided in s. 66.0101(5), Wis. Stats., in which event this ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

..LRB

APPROVED AS TO FORM

---

Legislative Reference Bureau

Date: \_\_\_\_\_

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE

IS LEGAL AND ENFORCEABLE

---

Office of the City Attorney

Date: \_\_\_\_\_

..Requestor

..Drafter

Department - Employee Relations

LRB10093-2

MET

3/16/2010



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Montegudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

March 8, 2010

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

RE: File No. 091530

Dear Committee Members:

The above referenced charter ordinance implements the retirement benefit changes contained in the 2007-2009 and 2010-2011 collective bargaining agreements between the City of Milwaukee and Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO.

Costs associated with this ordinance were reported on the Fiscal Note attached to Common Council File No. 070010.

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

Sincerely,

Troy M. Hamblin  
Labor Negotiator

NMF  
ChOrd F&P ltr  
labr\LO-139\2007-2009\07-09; 10-11 Implementation



**CITY OF MILWAUKEE FISCAL NOTE**

A) Date: 3-8-10

File Number: 091530  
 Original Fiscal Note  Substitute

Subject: A charter ordinance relating to retirement benefits for employees represented by Joint Bargaining Unit of Local 139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO.

B) Submitted By (name/title/dept/ext.): Nicole Fleck/Labor Relations Officer./Employee Relations/x3371

C) Check One:  Adoption of this file authorizes expenditures  
 Adoption of this file does not authorize expenditures; further Common Council action needed. List anticipated costs in Section G below.  
 Not applicable / no fiscal impact. (See H below)

D) Charge to:  Departmental Account (DA)  Contingent Fund (CF)  
 Capital Projects Fund (CPF)  Special Purpose Accounts (SPA)  
 Perm. Improvement Funds (PIF)  Grant & Aid Accounts (G & AA)  
 Other (Specify)

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:					
Pensions:			\$0		
Health Ins:					
Life Ins:					
Equip Repair:					
Other: Auto					
<b>Totals</b>			\$0		

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

<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	
<input type="checkbox"/> 1-3 Years	<input type="checkbox"/> 3-5 Years	

G) List any anticipated future costs this project will require for completion:  
 Costs for this file were included in the fiscal note for Common Council file #070010.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here





## Legislation Details (With Text)

---

**File #:** 091350      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 2/9/2010      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**  
**Title:** Resolution relating to an employee benefit consultant.  
**Sponsors:** THE CHAIR  
**Indexes:** CONSULTANTS, DEPARTMENT OF EMPLOYEE RELATIONS, EMPLOYEES BENEFITS  
ADMINISTRATION  
**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

---

**File #:** 091350      **Version:** 0

---

**Number**

091350

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution relating to an employee benefit consultant.

**Requestor**

**Drafter**

DER

mb

2/2/10





## Legislation Details (With Text)

---

**File #:** 091351      **Version:** 1  
**Type:** Resolution      **Status:** In Committee  
**File created:** 2/9/2010      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for a Health Maintenance Organization and Exclusive Provider Organization (EPO) for 2011.

**Sponsors:** THE CHAIR

**Indexes:** DEPARTMENT OF EMPLOYEE RELATIONS, HEALTH INSURANCE

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

...Number

091351

**Version**

Substitute 1

**Reference**

**Sponsor**

THE CHAIR

**Title**

Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for a Health Maintenance Organization and Exclusive Provider Organization (EPO) for 2011.

**Body**

Whereas, Department of Employee Relations (DER) has prepared and executed a for Proposal (RFP) annually for a Health Maintenance Organization (HMO) health insurance plan for City employees and retirees; and

Whereas, The City is required by labor contracts to offer an HMO or an Exclusive Provider Network (EPO) health plan; and

Whereas, The City desires that DER do this again for a 2011 health plan; and

Whereas, The City also desires that DER include in this RFP process for 2011 information regarding an Exclusive Provider Organization (EPO), or a self-funded HMO plan; and

Whereas, The DER will report back to the Finance and Personnel Committee with the results of this RFP process; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that DER is authorized to prepare and execute a RFP for HMO and EPO and report back to the Finance and Personnel Committee regarding the results.

**Drafter**

DER

MB

03/09/10

## **LRB-Research & Analysis Section**

**Finance & Personnel Committee**  
**File: 091351**

**March 16, 2010**  
**Aaron Cadle**

### **Title**

Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for a Health Maintenance Organization and Exclusive Provider Organization (EPO) [vendor] for 2011.

### **Introduction**

This resolution authorizes the Department of Employee Relations (“DER”) to issue a Request for Proposal (“RFP”) for vendors to bid on two alternative health care plans for 2011: (1) continue to insure and administer the City’s existing insured Health Maintenance Organization (“HMO”); and (2) establish and administer a new, City-funded Exclusive Provider Organization (“EPO”) plan to replace the City’s HMO program.

Once received, DER, with the help of the City’s healthcare consultant, Willis Group Holdings, Ltd. (“Willis”), will analyze vendor bids and recommend to the Common Council whether to continue the City’s present HMO program or to replace the HMO with an EPO plan; and which vendor should provide these healthcare services for City employees and the associated costs. The Common Council will then act by adopting a resolution to provide healthcare services.

### **Background**

The City offers employees two healthcare benefit plans, an insured HMO program where the City pays healthcare insurance premiums (less any contribution paid by employees) to an insurer and claims are paid by the insurer, and the Basic Plan, a self-insured plan where the City acts as its own insurance company and pays claims directly after a third-party administrator approves payment.

The HMO does not include prescription medication coverage. Prescription medication benefits are paid directly by the City in a self-insured program administered by Navitus.

Only a single proposal from UnitedHealthcare (“UHC”) was received to insure the City’s HMO for 2010. This proposal called for a 20.4% across-the-board premium increase.

As a result of this substantial premium rate increase, DER’s Healthcare Review Team spent considerable time discussing the possibility of switching to an EPO, even though at



the time existing labor contracts prohibited such plans. An EPO is essentially a self-insured HMO in which the City acts as its own healthcare insurer and pays healthcare claims directly, much as the City does now under its Basic Plan and the prescription portion of its HMO.

In the end, the Review Team agreed with Willis' analysis that the City should opt for UHC's insured HMO proposal despite the 20.4% increase in premiums because the City would be forced to increase premiums even more (22.91%) if the City created a self-insured EPO.

A one-year contract for 2010 was granted to UHC to insure the City's insured HMO in August, 2009. HMO expenses for 2010 are budgeted for \$91,325,000, up 20% from 2009's Adopted Budget of \$81,131,374.

### **Discussion**

DER continues to be concerned over possible steep healthcare premium rate increases from the narrowing field of insurance companies interested in and capable of providing the City's insured HMO, and is soliciting RFP's to insure its existing HMO and to establish and administer an EPO so the Review Team and Willis can analyze both the HMO and the EPO option and recommend the most cost-effective plan for the City in 2011.

All unions representing City employees have agreed, since the HMO contract for 2010 was let last summer, to allow the City to provide either an HMO or an EPO healthcare benefit plan, except the Milwaukee Police Supervisors Organization ("MPSO"), Local #61 and the Allied Services Police Personnel ("ALEASP"). DER's Labor Relations Division expects Local #61 to endorse the EPO model, but is uncertain how the EPO plan option will fare with the other two unions, representing roughly 700 employees.

### **Fiscal Impact**

There is no direct fiscal impact from this resolution because it authorizes DER to only gather information through the issuance of RFP's, and there are no substantial changes proposed in healthcare benefits for employees whether the City provides an HMO or an EPO.

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 15, 2010

**FILE NUMBER:** 091351

Original Fiscal Note  Substitute

**SUBJECT:** Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for a Health Maintenance Organization and Exclusive Provider Organization (EPO) for 2011.

B) **SUBMITTED BY (Name/title/dept./ext.):** Mike Brady, Employee Benefits Director/DER-EBD/Ext. 2317

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT (DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>					
<b>TOTALS</b>					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:** Department Estimates

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





## Legislation Details (With Text)

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**File #:** 091352      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 2/9/2010      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for Long Term Disability vendor for 2011-2013.

**Sponsors:** THE CHAIR

**Indexes:** CONSULTANTS, DEPARTMENT OF EMPLOYEE RELATIONS, DISABILITY BENEFITS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/10/2010	1	CITY CLERK	DRAFT SUBMITTED		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

091352

**Version**

Substitute 1

**Reference**

**Sponsor**

THE CHAIR

**Title**

Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for Long Term Disability vendor for 2011-2013.

Body

Whereas, The Department of Employee Relations (DER) has prepared and executed a Request for Proposal (RFP) every three years for a Long Term Disability (LTD) vendor; and

Whereas, The City is required by certain labor contracts to offer LTD benefits; and

Whereas, The City desires that DER do this for a 2011-2013 vendor; and

Whereas, The DER will report back to the Finance and Personnel Committee with the results of this LTD RFP process; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that DER is authorized to prepare and execute a RFP for LTD benefits and report back to the Finance and Personnel Committee regarding the results.

**Drafter**

DER

MB

03/09/10





## Legislation Details (With Text)

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**File #:** 091353      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 2/9/2010      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for Flexible Spending Plan (FSA) vendor for 2011-2013.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, CONSULTANTS, DEPARTMENT OF EMPLOYEE RELATIONS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/10/2010	1	CITY CLERK	DRAFT SUBMITTED		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

091353

**Version**

Substitute 1

**Reference****Sponsor**

THE CHAIR

**Title**

Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for Flexible Spending Plan (FSA) vendor for 2011-2013.

**Body**

Whereas, The Department of Employee Relations (DER) has prepared and executed a Request for Proposal (RFP) every three years for a Flexible Spending Plan (FSA) vendor; and

Whereas, The City has offered FSA benefits, including a medical savings account, a dependent care account and a parking account for years, under Section 125 of IRS code; and

Whereas, The City desires that DER prepare and execute this RFP for a 2011-2013 vendor; and

Whereas, The DER will report back to the Finance and Personnel Committee with the results of this FSA RFP process; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that DER is authorized to prepare and execute a RFP for FSA benefits and report back to the Finance and Personnel Committee regarding the results.

**Drafter**

DER

MB

03/09/10



## LRB-Research & Analysis Section

**Finance & Personnel Committee**  
**File: 091353**

**March 16, 2010**  
**Aaron Cadle**

### **Title**

Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for [a] Flexible Spending Plan (FSA) vendor for 2011-2013.

### **Introduction**

This resolution authorizes the Department of Employee Relations (“DER”) to issue a Request for Proposal (“RFP”) for vendors to manage and administer the City’s Flexible Spending Account (“FSA”) employee benefit plan.

Once received, DER will analyze bids and recommend a vendor to the Common Council to administer City’s FSA program and detail associated costs. The Common Council must adopt a separate resolution to award an FSA vendor contract.

### **Background**

The City’s FSA program allows employees to set aside monies before taxes for certain medical care, dependent care and parking expenses. As of September, 2009, 924 City employees were making use of this benefit.

The City’s contract with ProcessWorks to manage and administer employee FSA’s expires on December 31, 2010. Monthly rates per participant in 2010 are \$3.95.

2010 FSA vendor expenses are budgeted for \$45,000.

### **Discussion**

DER does not expect vendor rates for managing and administering the City’s FSA program to change significantly and seeks to issue this RFP merely to “shop the market” and be certain the City is getting the best service value.

### **Fiscal Impact**

There is no direct fiscal impact from this resolution because it authorizes DER to only issue an RFP, and there are no substantial changes proposed for the FSA benefit plan.

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 15, 2010

**FILE NUMBER:** 091353

Original Fiscal Note  Substitute

**SUBJECT:** Substitute resolution authorizing the Department of Employee Relations to prepare and execute a Request for Proposal for Flexible Spending Plan (FSA) vendor for 2011-2013.

B) **SUBMITTED BY (Name/title/dept./ext.):** Mike Brady, Employee Benefits Director/DER-EBD/Ext. 2317

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT (DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>					
<b>TOTALS</b>					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**


H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:** Department Estimates


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091456**

**File ID:** 091456

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:** POLICE  
DEPARTMENT

**Cost:**

**File Created:** 03/02/2010

**File Name:**

**Final Action:**

**Title:** Substitute resolution authorizing \$952,000 of contingent borrowing for police department capital purposes. (Police Department)

### Notes:

### Code Sections:

### Agenda Date:

**Indexes:** CONTINGENT FUND, POLICE DEPARTMENT

### Agenda Number:

**Sponsors:** THE CHAIR

### Enactment Date:

**Attachments:** E-mail from Police Dept. requesting introduction Contingent Borrowing, MPD Bulletin 2010 Trunked Digital Radio Update attached to E-mail, Hearing Notice List

### Enactment Number:

**Drafter:** jl

### Effective Date:

**Contact:**

### Extra Date 2:

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
0	COMMON COUNCIL	03/02/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE				
	<b>Action Text:</b>	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010			
1	CITY CLERK	03/12/2010	DRAFT SUBMITTED					
	<b>Action Text:</b>	This Resolution was DRAFT SUBMITTED						
0	FINANCE & PERSONNEL COMMITTEE	03/19/2010						

## Text of Legislative File 091456

..Number

091456

..Version

Substitute 1

..Reference

091023

..Sponsor

THE CHAIR

..Title

Substitute resolution authorizing \$952,000 of contingent borrowing for police department capital purposes.  
(Police Department)

..Body

Whereas, The 2005 budget of the City of Milwaukee included \$2,000,000 for Trunked Radio Communications for the Police Department (the "Project"), and due to vendor problems, completion of the Project has been delayed causing \$952,018 of that authority to lapse; and

Whereas, The Police Department is diligently working in close cooperation with the contractor on the project, Harris Corporation- RF Communications Division to bring the project to a successful completion and desires reauthorization of \$952,000 for the Project; and

Whereas, The 2010 Budget of the City includes \$150,000,000 of Contingent Borrowing for purposes not contemplated at the time of the adoption of the 2010 Budget, and the Common Council desires to use \$952,000 of Contingent Borrowing for Police purposes in order to complete the project; now therefore be it

Resolved, By the Common Council of the City of Milwaukee, that it hereby authorizes up to \$952,000 of Contingent Borrowing for police purposes for the Trunked Radio Communication Citywide project; and be it

Further Resolved, That the debt may be issued as Notes pursuant to Resolution Number 091023 (including commercial paper notes), and such debt shall be an additional purpose for Exhibit A of those resolutions, including refunding of commercial paper if the debt is temporarily issued as commercial paper.

..Requestor

Police Department

..Drafter

JJL

March 12, 2010

ContingentBorrowing-MPD-March2009.rtf

LRB – RESEARCH AND ANALYSIS SECTION

FINANCE & PERSONNEL COMMITTEE  
FILE #091456

MARCH 19, 2010

**File #091456 authorizes \$952,000 of contingent borrowing for Milwaukee Police Department capital purposes. Capital funding originally appropriated in 2005 for the ongoing “trunked radio communications” project – OpenSky - has expired, necessitating this requested reauthorization. Re-authorized funding will be used to satisfy approximately \$750,000 in contract “holdback” monies due the vendor upon project completion, with remaining funds directed to other unanticipated needs.**

**BACKGROUND NARRATIVE**

The Milwaukee Police Department is currently in the process of converting its radio communications from a conventional two-way analog wireless system to a trunked digital control system. Rather than assigning, and limiting, users to assigned channels, a trunked system effectively pools all channels together and assigns radio transmissions automatically to an open frequency. The unique address code assigned to each radio enables user assignment to various “talk groups” while also providing a vehicle for private, one-on-one discussions between supervisors and officers.

The MPD began its digital radio conversion project in 2003, choosing the “OpenSky” system manufactured by M/A-COM, a developer of digital communications systems for customers in the public safety, utility, transit and public service arenas. At project inception, M/A-COM was a subsidiary of Tyco Electronics Ltd. In 2008, after the sale of other technology-related business units, Tyco Electronics changed the name of its wireless operations from M/A-COM to Tyco Electronics Wireless Systems. On June 1, 2009, Harris Corporation, an international communications and information technology company, purchased Tyco Electronics Wireless Systems.

Implementation of OpenSky has been a multi-year, multi-phase process, dependant on funding and radio spectrum availability. By 2005, project construction was sufficient to enable data only transmission. Between 2005 and 2008, the department focused on other necessary project infrastructure, including adding radio spectrum, securing sites for radio improvements, and constructing these improvements. The MPD began installing OpenSky mobile radios in all new squad cars in 2007 and has essentially completed retro-fitting OpenSky mobile radios in pre-2007 squads. After a failed deployment of OpenSky portable radios in October 2008, roll-out recommenced in April 2009, and was completed in November 2009.

Currently, the MPD is conducting a series of “seven day tests” designed to evaluate the functionality of OpenSky and address and rectify remaining technical issues. It should be noted that several OpenSky customers with significantly larger geographic areas have had concerns or issues with garbled transmissions, dropped calls, dead spots, faulty radio signal handoff and undependable emergency functions. The February 2010 MPD Bulletin attached to this file includes a “Message from the Chief” that provides a status update on OpenSky. The following points are intended as a supplement to that Message:

- The City and Harris remain in negotiations regarding replacement of obsolete consoles.
- The purchase of 150 handheld personal digital radios will be included in the 2011 Equipment Budget Request for MPD.
- The hiring of an independent validation and verification firm - Federal Engineering - provides safeguards to the City. Instead of testing the effectiveness and functionality of OpenSky in-house, an independent expert ensures that OpenSky meets all contract requirements.

- A Phase I contract with Federal Engineering in the total amount of \$148,980 will be paid for with “technology services” monies approved in the 2009 Asset Forfeiture Plan.
- A yet-to-be-completed Phase II contract with Federal Engineering, in the amount of \$135,240, will also be funded with asset forfeiture monies.

**OPENSKY FISCAL BACKGROUND**

The table below provides a funding history for the digital radio conversion project. This table does not include the aforementioned asset forfeiture funds nor the anticipated 2011 Equipment Budget Request.

**OPENSKY FUNDING**

<i>Capital Funding</i>	<i>Amount</i>	<i>Grant Funding</i>	<i>Amount</i>
		2001 Juvenile Accountability Incentive Block Grant	\$ 798,768
		2002 Technology Grant Program	\$3,000,000
2003 Budget	\$2,000,000	2003 Technology Grant Program	\$2,708,747
2004 Budget	\$5,000,000	2004 Urban Areas Security Initiative Grant	\$2,099,998
2005 Budget	\$2,000,000	2004 Law Enforcement Terrorism Protection Program	\$ 24,525
<b>TOTALS</b>	<b>\$9,000,000</b>		<b>\$8,632,038</b>

The Police Department provided a general cost synopsis for the OpenSky project, which is displayed below.

**OPENSKY COSTS**

Category	Amount (in millions)
MA/COM Contract	\$ 15.4
Other Radio Equipment	\$ 1.5
Misc. Costs	\$ 0.6
Total	\$17.5

**DISCUSSION**

The 2010 Budget of the City of Milwaukee includes \$150,000,000 of Contingent Borrowing for “a public purpose not contemplated at the time the budget was adopted.” The table below displays contingent borrowing that has been authorized to-date in 2010.

**2010 CONTINGENT BORROWING AUTHORIZED TO-DATE**

File	Purpose	Amount
091046	Financing Receivables	\$16,000,000(*)
091322	Refinance MPS School Construction Bonds	\$14,360,000
091397	Refinance Cathedral Place Parking Facility Bonds	\$16,805,000

(\*) Any amount for financing receivables from contingent borrowing that is not issued by September 1, 2010 shall not be issued. Per the Comptroller’s Office, \$5,865,000 in general obligation bonds have been issued for this purpose.

Approval of this resolution would authorize \$952,000 in contingent borrowing for completion of the OpenSky trunked digital radio conversion project. Approximately \$952,000 of the original \$2,000,000 in capital authority appropriated in 2005 has expired, necessitating this request. Capital funding will be used to satisfy approximately \$750,000 in contract “holdback” monies due the vendor upon project completion, with remaining funds directed to other unanticipated needs.

cc: James Carroll  
 W. Martin Morics  
 Judy Pal  
 Barbara Butler  
 John Ledvina

Prepared by:  
 Michael Talarczyk  
 Legislative Fiscal Analyst  
 286-8661  
 March 15, 2010

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 12, 2010

**FILE NUMBER:** 091456

Original Fiscal Note  Substitute

**SUBJECT:** Resolution authorizing \$952,000 of contingent borrowing for police department capital purposes. (Police Department)

B) **SUBMITTED BY (Name/title/dept./ext.):** John J. Ledvina/Police Finance and Planning Manager/Police Dept/93507495

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT(DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY) – Debt Service

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>	Proceeds from Sale of Debt			\$952,000	
	Trunked (Digital) Radio Communications	PL120030100	\$952,000		
	Debt Service (Principal & Interest)		\$100,000		
<b>TOTALS</b>					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input checked="" type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Debt Service Expense approx \$100,000/yr for ten years
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	including interest at 3.5%
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**  
 This file re-authorizes \$952,000 residual 2005 borrowing authority that expired at 12/31/2009 to allow Trunked (Digital) Radio Communications capital project to continue to be funded through completion.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



**From:** Fowler, Debra  
**Sent:** Tuesday, March 02, 2010 3:06 PM  
**To:** MacDonald, Terry  
**Subject:** FW: Title Only - Contingent Borrowing

Debra Fowler  
Council Information Specialist  
Common Council-City Clerk's Office  
City Hall, Room 205  
(414) 286-3219 Phone  
(414) 286-3456 Fax  
[Debra.Fowler@Milwaukee.gov](mailto:Debra.Fowler@Milwaukee.gov)

---

**From:** Ledvina, John  
**Sent:** Tuesday, March 02, 2010 2:30 PM  
**To:** Murphy, Michael (Alderman)  
**Cc:** Pal, Judy; Fowler, Debra  
**Subject:** FW: Title Only - Contingent Borrowing

Ald. Murphy - Per our conversation, here is the email I sent to Deb Fowler regarding the contingent borrowing authorization file. Also attached is Chief Flynn's article on the Digital Radio "Open Sky" project published in the February MPD Bulletin.

I will be filling the file by early next week at the latest.

Please let me know if you have any further questions or observations.

Thanks.

John Ledvina  
Police Finance and Planning Manager  
PAB 706  
414-935-7495  
[jledvi@milwaukee.gov](mailto:jledvi@milwaukee.gov)

---

**From:** Ledvina, John  
**Sent:** Wednesday, February 24, 2010 4:30 PM  
**To:** Fowler, Debra  
**Cc:** Owczarski, Jim  
**Subject:** RE: Title Only - Contingent Borrowing

Debbie - This file would renew the borrowing authorization for the remaining project budget balance \$952,000. The borrowing authority backing the project budget balance was rescinded ("unreleased") by

Comptroller's Office due to the borrowing authorization's age. There were three authorizations \$2 million (2003), \$5 million (2004), and \$2 million (2005). The \$952,000 is the remaining balance on the 2005 borrowing authorization. Borrowing Authorizations last three years following the year of appropriation, so the 2005 authorization technically expired 12/31/2008. Comptrollers allowed it to remain active for 2009 but "unreleased" it in early 2010.

The Trunked (Digital) Radio Communications - Citywide project originated in the 2003 Budget. Due to technical problems and contractor performance difficulties, the project has continued well past its initial estimated completion date of late 2005. While frustrating, these delays are not unique to MPD. Many other police departments, state & federal agencies are facing the same daunting challenge. Recently, MPD has made headway with the vendor in bringing digital radio "Open Sky" to everyday field operation. MPD will go into more detail as necessary.

Please let me know if this completely answers your question.

John

---

**From:** Fowler, Debra  
**Sent:** Wednesday, February 24, 2010 2:40 PM  
**To:** Ledvina, John  
**Subject:** RE: Title Only - Contingent Borrowing

Has this funding already been authorized? What is the funding for exactly? We need to determine if this needs to go to Public Safety also.

Debra Fowler  
Council Information Specialist  
Common Council-City Clerk's Office  
City Hall, Room 205  
(414) 286-3219 Phone  
(414) 286-3456 Fax  
[Debra.Fowler@Milwaukee.gov](mailto:Debra.Fowler@Milwaukee.gov)

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**From:** Ledvina, John  
**Sent:** Wednesday, February 24, 2010 10:57 AM  
**To:** Fowler, Debra  
**Cc:** Owczarski, Jim; Li, Richard; Pal, Judy; Gacek, Gary  
**Subject:** Title Only - Contingent Borrowing

Debbie - Please accept the attached "in title only" resolution for introduction at the March 2nd Common Council meeting. I will fill the resolution file in time for it to be heard at the 3-19 Finance Cmte meeting.

If you have any questions, please call my cell phone 414-507-8972 as I will be out of the office on department business starting at 11am through 4pm.

Thanks for your help.

John Ledvina  
MPD Finance and Planning Manager  
w-414-935-7495  
c-414-507-8972  
email: [jledvi@milwaukee.gov](mailto:jledvi@milwaukee.gov)



# MPD BULLETIN

## A Message from the Chief

February 2010



### Men and women of the Milwaukee Police Department:

The implementation of the Open Sky radio system has been a source of concern to every member of the Milwaukee Police Department. Once again, it is necessary to clarify the record and address the most recent controversies surrounding this project.

First, we must remind ourselves that this transition is not optional. Congress has mandated that all public safety agencies migrate from analog to digital trunked radio systems by January 1, 2013. Unfortunately, Milwaukee jumped out in front of this change before the technology caught up. We are still paying the price of premature innovation. You should know that every major city making this transition is experiencing similar challenges. Indeed, there are entire web sites devoted to the issue.

Second, as frustrating as the change process has been, I am simply not in a position to discard Open Sky. This has been a seven-year project that has cost over \$17 million

in taxpayer money. It is a sunk cost. I owe you, as police officers and taxpayers, my best efforts to get a value return on that investment, one that simply cannot be remade, in the current economic environment, with new money. I can say with absolute certainty, that we have made more progress in the last twelve months than in the preceding six years.

Third, due to our relentless pressure on our vendor, Harris Communications, we have been offered new consoles at no cost (the computer work stations that interface with the radios). The current consoles were bought long before the radio system was field-tested (in 2003) and have been a documented source for many of the radio problems reported by our officers. The replacement value would have been nearly \$3 million. That is a remarkable concession. We are currently negotiating the terms of this offer and an installation schedule.

Fourth, we are making plans to purchase new handheld radios for every officer in an operational assignment. This will enable all of our officers in the field to have a personal radio. This will probably take two budget cycles but will result in a better system and safer officers.

Fifth, we have constantly been working with Harris to identify and rectify dead spots while relying on our officers to diligently, accurately, and promptly report any and all problems to the chain of command. We can't fix what we don't know about. A critical component of problem identification has been field testing during what are known as "seven day tests." These are periods when the analog system is turned off and only digital technology is used. As you well know,

we have aborted several seven-day tests already, when the volume of problems identified required curtailment in the interest of efficiency and safety. I can report to you that, for the first time a seven-day test (this one) is actually going to be completed. Although there have been a few documented instances of substandard radio performance, the system, as a whole, has performed more reliably than at any other time. This is not the time to abandon our efforts at achieving a useful system. We will learn from and correct the problems that arose this past week, as that is the entire purpose of the seven-day test in the first place.

Sixth, through the use of seized asset forfeiture money, we have hired a nationally-known and respected engineering contractor to evaluate and monitor final implementation of this system. Federal Engineering has an extensive reputation for holding vendors accountable for their product. This system will not be accepted until Federal verifies to its and our satisfaction that the system and its components are fully functional.

Finally, I renew my commitment to your safety. I recognize that uncertainty regarding your radio communications system is a source of stress, and pledge our ongoing best efforts to make this system reliable. In the meantime, I urge you to continue to apply your best efforts to learning the new protocols and properties of your new radios while identifying issues and promptly reporting them. Together, I am sure that we can succeed in implementing a system that will ultimately be more reliable, flexible, clear, secure and versatile than any radio system in use in the country.



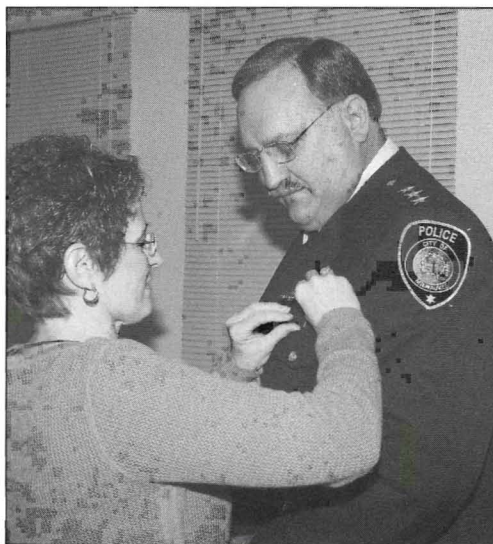
Chief Flynn with clergy graduates from the Citizen Police Academy Class on January 26. Pictured Left to right; Pete Schmidkofer, Redeemer Evangelical Free (District Six); Charles Green, Christian Faith Fellowship Church East (District Two); Archie Ivy, New Hope M.B. Church (District Five); Chief Flynn; Pamela Reit, Beautiful Savior Lutheran (District Seven); Fred Crouther, New Covenant Missionary Church (District Three); Wang Chao Lee, Grace Hmong Alliance Church (District Two); Christian Winkel, Redemption Evangelical Lutheran Church (District Four)



Chief Flynn with Michelle Harrer, Jacqueline Davis-Cobin, and Kathy Harris at their January 8 promotions. Michelle and Jacqueline were promoted to Police District Office Assistant, and Kathy was promoted to Office Assistant III.



Police Officer Dexter Love is awarded the Purple Valor for injuries he received while arresting a suspect at Custer High School.



Assistant Chief Edward Liebrecht's wife Marie pins on his badge at his January 8 promotion



Newly-promoted Inspector John Hagen (center, in uniform) is pictured with, L to R, Lt. Jason Smith, Lt. Gary Schuster, former MPD Capt. now Sheboygan Police Chief Chris Domagalski, former MPD Detective now DA Investigator Joe Link, Lt. Scott LaFleur, Lt. Alfonso Morales

## Vehicle Equipment Installation

The Communications Systems Section (AKA the Radio Shop) is under a tight schedule to ensure vehicles and officers are properly equipped. The CSS is tasked with installing radios, cages, light bars, and other equipment in our vehicles as well as other equipment in MFD and DPW vehicles. They are also tasked with programming and maintaining portable radio equipment as well as our radio network.

To maintain the vehicle setup schedule and CSS efficiency we are asking all members not to bring vehicles to the CSS without calling and scheduling an appropriate time. You may contact the Communications Systems Section at 935-7473.

Failure to properly schedule an appointment will result in you not being able to get your vehicle serviced the day you bring it.

## Radio Trouble Reports

There has been a slow down in the number of radio trouble reports that the Technical Communications Division has been receiving. We would like to think that this is a good thing; however, we suspect members may believe they do not help. The radio reports are used to trouble shoot radio problems and coverage issues throughout the city. These reports help us provide you with a radio system that you can feel comfortable with. As you may be aware the Milwaukee Police Department has hired Federal Engineering, a leader in public safety mobile radio consulting, to assist the city working with Harris Corporation ensuring that we are taking proper steps to providing a useful and reliable radio system. Federal Engineering is very interested in your feedback via the radio trouble reports. If you have a specific radio issue, you are encouraged to complete the reports so that we can improve the system and provide useful feedback.

## LPO Sharepoint Site

Leadership in Police Organizations (LPO) graduates are encouraged to view the LPO Sharepoint Site found on the department's Directives Intranet. Just click on the LPO Blog tab located on the upper left corner above the roll call calendar. There, you will find a blog where you can see what some of your fellow grads are discussing or perhaps you may want to weigh in on a topic and/or post one yourself. REMEMBER: In order to post, you must add your e-mail to your profile using the edit field. Additionally, you can upload your photo from the LPO photos link (lower left tab). Anyone needing assistance may call **Detective Kim Pierce**, Office of Management Analysis & Planning – Day Shift, at ext. 7830 or 414-305-1018.

In the future, the LPO site, accessible to LPO graduates only, may be the only source of information for LPO related events. Please check it regularly.

## Blue and Red Go Head-To-Head

The 2nd Annual Blue-Red basketball game is approaching. All department members, families and friends are invited to attend as the reigning champ, Milwaukee Police Department, challenges the Milwaukee Fire Department on the Bradley Center court prior to

the Bucks game on Saturday, April 10, 2010. Scheduled tip-off will be at 3:30 p.m. Bucks vs. Boston Celtics will begin at 7:30 p.m.

You must have a ticket to the Bucks game that evening to enter the Bradley Center for the MPD/MFD basketball game. Order tickets early to ensure seating! Special ticket prices are available. For more information or to order tickets, contact John Hummitzsch at 414-227-0594 or [jhummitzsch@bucks.com](mailto:jhummitzsch@bucks.com).

Let's support our team as they defend their title as reigning champ! GO BLUE!

## Social Networking

There are many technological tools available for networking. Aside from e-mail, some officers communicate using Facebook, Twitter, MySpace, YouTube, LinkedIn, among others. If used professionally and responsibly, these are great ways to stay connected. However, when policies are ignored and common sense is set aside, trouble is inevitable. From what is written to posted photographs, wise use of online persona must be applied. Below are some tips that can help you avoid negative consequences as you network:

- 1) No pictures of gun glorification.
- 2) No pictures involving alcohol.
- 3) Watch your comments.
- 4) Avoid bashing the department.
- 5) Restrict personal information.
- 6) Pay attention to picture choice.
- 7) Minimize status update complaints.
- 8) Highlight accomplishments.
- 9) Manage your privacy settings.
- 10) When in doubt, leave it out.

All department members are encouraged to review SOP 680-Computer Equipment on the Internet.

## TECH TIPS

*By Jill Price*

*Telecommunications Specialist*

### COMPUTER TIPS

- All email for all members is being archived by Mimosa application and available to Open Records request. Please use your email to conduct Departmental business only.
- A folder is reserved on the left hand side of your mailbox – PLEASE DO NOT DELETE THIS LINK
- Requests for larger e-mail storage will no longer be filled. Users will have to delete e-mail from their Outlook email account to provide additional space. Then you will have the ability to access all of your email through the Mimosa Archive application.
- Instructions are available on MINT:  
<http://mint.Milwaukee.gov/OutlookAssistance18083/ArchivingEmailMessages.htm>

# Top Cops and Unsung Heroes

- District 3 Officers **Gary Post** and **Scott Iverson** were following up on a latent fingerprint when Post developed information that the suspect was also involved in a strong –armed robbery. The officers arrested the suspect who confessed to the robbery, two burglaries and being in the stolen car.
- The parents of a man who was shot during a robbery in Bay View wrote Chief Flynn to commend Detectives **Pat Pajot**, **Eric Donaldson**, **Brett Huston**, **James Hensley**, **David Chavez**, **Douglas Williams**, **Gilbert Carrasco**, **Kenneth Fortune** and **Ronald Linzmeyer**. Their hard work and dedication led to the arrest of the suspect.
- Officers **Richard Gordy** and **Eugene Reyes** from District 5 quickly arrested a suspect after he stuffed a flaming rag into the mail slot at his ex-girlfriend's house. The officers identified the suspect after they had the girlfriend call him to ask about the fire. The suspect revealed information that only he would know.
- Investigator **Brian Wall** of the Caledonia Police Department wrote Chief Flynn to commend Officer **Tim Keller** of District 2 and Detective **Pat Pajot** of the Violent Crimes Division for assistance in the investigation of a robbery at a Caledonia home. The sharing of information between the jurisdictions led to the arrest of four suspects responsible for the robbery.
- District 2 Officers **Christine Kropidowski** and **Daniel Urban** were responding to a battery when they stopped a man who matched the description of the suspect. While detaining the suspect the officers learned that he actually robbed the victim, and he still had the victim's purse on him.
- District 4 Officers **Ronald Edwards** and **Marshall Jones** were in the 8900 block of W. Fairy Chasm Drive when they saw a suspect adjusting something in his waistband as he was exiting a driveway. The officers stopped the suspect, patted him down and found a gun his pocket.
- Officers **Nicholas Dankert** and **Matthew Wagner** from District 4 did a field interview of several suspects that were loitering around a car in a gas station parking lot. The officers found a .38 caliber handgun on one suspect and drugs on another.
- District 4 Officers **Steven Johnson** and **Shane Bishop** stopped a driver they knew didn't have a license. As the car was stopping the officers could see the driver making movements toward the center console. The officers searched the console and found a loaded revolver.
- District 2 Police Aide **Martez Ball** demonstrated keen observation skills when he recognized an unidentified bank robbery suspect on a wanted poster as someone he had recently booked. He searched the CMS database until he identified the suspect. The information was passed to CIB and a warrant was issued based on information provided by PA Ball and evidence found at the scene.
- NTF Officers **Jason Enk** and **Fawn Gabrielson** "asked the next question" when they stopped a suspect with a municipal warrant. The suspect told the officers about a convicted felon who was in possession of a shotgun. The officers did a knock and talk at the suspect's home and found the shotgun in his bedroom. He was arrested for felon in possession.
- NTF Officer **Christina Marshall** and her K-9 **Kenny** stopped a car for expired registration. The driver had drugs and a stolen credit card on him. He was arrested and conveyed to District 2 where two of his friends came to pick him up. Detectives arrested the friends after they discovered that they were suspects in several burglaries and thefts.
- NTF Officers **Michael Schwandt** and **Kurt Kezeske** found several graffiti paint markers on a suspect during a field interview in the 800 block of W. Mitchell. The suspect admitted he just vandalized three locations. District 2 Officer **Matthew Thompson** also responded when he heard the NTF officers tell the dispatcher that the stop was graffiti-related. Officer Thompson is familiar with much of the south side graffiti and he was able to link the suspect to a significant amount of graffiti vandalism in Milwaukee, West Allis and West Milwaukee.
- After two women were robbed of their purses near 83rd and Appleton, District 7 Officers **Warren McDuffie** and **Dwight Copeland** took initiative to repeatedly check the area for a suspect that was seen in a surveillance video. The officers eventually saw the suspect and arrested him for an ordinance violation. Using skillful questioning, CIB Detective **Todd Fischer** obtained a confession from the suspect for both robberies.
- NTF Officers **Tom Harter** and **Greg Sousek** stopped a car with a defective tail lamp in the 1300 block of W. Forest Home. The officers could smell marijuana in the car and observed blunt wrappers on the center console. The driver was arrested for a felony warrant and a half-pound of marijuana was found in a paper bag on the passenger seat. The suspect was on probation for a drug charge.
- District 5 Officer **Ken Cecil** was off-duty when he noticed a house on fire in the 300 block of E. Locust. At about the same time Officer **Jerry Whiteley** also saw the fire. They called for MFD and discovered a woman still inside of the burning home. The officers went into the home and rescued the woman, whose hair was on fire.
- District 5 Officer **Christopher Ottaway** was off-duty and leaving a store in Greenfield when he saw a store employee running after three people. Officer Ottaway identified himself as a police officer and the employee told him that the three had just stolen some merchandise and fled in a car. Officer Ottaway got into his car and called 911 while following the suspects through several municipalities. Eventually the suspects were stopped on I-43 and Moreland Road.







## Legislation Details (With Text)

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**File #:** 091346      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 2/9/2010      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving the form of the Preliminary Official Statement used in connection with the sale of City of Milwaukee debt.

**Sponsors:** THE CHAIR

**Indexes:** MUNICIPAL BORROWING, PROMISSORY NOTES

**Attachments:** Cover Letter, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

091346

**Version**

Original

**Sponsor**

THE CHAIR

**Title**

Resolution approving the form of the Preliminary Official Statement used in connection with the sale of City of Milwaukee debt.

**Analysis**

In connection with the sale of City debt, a Preliminary Official Statement is prepared and distributed to provide potential investors with information on the City. The rules of the Securities and Exchange Commission require that the governing body of the municipality review and approve the Official Statement for accuracy and completeness.

**Body**

Whereas, The City Comptroller has prepared a Preliminary Official Statement (the form of which is attached hereto), and will prepare an Official Statement, for the purpose of providing comprehensive financial and economic information respecting the City of Milwaukee in connection with the sale of the City of Milwaukee, Wisconsin, General Obligation Bonds, Notes, and/or Revenue Anticipation Notes ("RANs") (individually, an "Offered Obligation", and collectively, the "Offered Obligations"); and

Whereas, Financial and economic information has been compiled by the Office of the Comptroller from its annual financial report, property tax records maintained by the Assessor's Office and from other books and records of the City; and

Whereas, Concurrently with the delivery of the Offered Obligations, the City will deliver its certificates signed by its Comptroller stating that the descriptions and statements, including financial statements, as pertaining to the City contained in the Official Statements as of their dates and the date of sale and delivery of each Offered Obligation, were and are true and correct in all material respects and do not contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary to make the statements contained therein in the light of circumstances in which they were made not misleading; and

Whereas, Such certificates will further confirm to the effect that insofar as the descriptions and statements including financial data, contained in the Official Statements of or pertaining to non-governmental bodies and governmental bodies other than the City are concerned, such descriptions, statements and data have been obtained from sources believed by the City to be reliable, and that the City has no reason to believe that they are untrue or incomplete in any material respect; and

Whereas, It is the intention of the Common Council to approve the aforementioned Preliminary Official Statement on the basis of the representations of the Comptroller to be included in the certificates signed by the Comptroller and delivered concurrently with the delivery of each Offered Obligation; and

Whereas, The City desires to use the Master Continuing Disclosure Certificate approved by Common

Council File Number 031384 adopted on February 10, 2004 in connection with the issuance of the Offered Obligations; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the form of the Preliminary Official Statement as attached hereto, and to be used in connection with the sale of the City of Milwaukee, Wisconsin, General Obligation Bonds, Notes, and/or RANs, (the "Offered Obligations") be and hereby are approved; and, be it

Further Resolved, By the Common Council of the City of Milwaukee that the Preliminary Official Statement was and is true and correct in all material respects and do not contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary to make the statements contained therein in the light of circumstances in which they were made not misleading; and, be it

Further Resolved, By the Common Council of the City of Milwaukee that the Comptroller is hereby authorized to prepare an Official Statement, in substantially the same form of the Preliminary Official Statement, after the same have been completed by the insertion of the maturities, interest rates and other details of the debt and by making such other insertions, changes or corrections as the Comptroller, based on the advice of the City's financial advisor and legal counsel (including the City Attorney or Bond Counsel), deem necessary or appropriate; and the Common Council hereby authorizes the Official Statement and the information contained therein to be used by the underwriters of the debt in connection with the sale of the Offered Obligations; and, be it

Further Resolved, By the Common Council of the City of Milwaukee that the Comptroller is hereby authorized to execute Supplemental Certificate(s) of the Master Continuing Disclosure Certificate for the Offered Obligations.

**Requestor**

Comptroller

**Drafter**

RSL

REF: PD-7651aW.rtf



Office of the Comptroller

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

Michael J. Daun  
Deputy Comptroller

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

Craig D. Kammholz  
Special Deputy Comptroller

January 29, 2010

To the Honorable  
the Common Council  
City of Milwaukee  
City Hall - Room 205  
Milwaukee, WI 53202

Dear Council Members:

I would like to request the introduction of the attached resolution relating to the Preliminary Official Statement used in connection with the sale of debt of the City.

If you have any questions, feel welcome to contact Richard Li (x2319) of my staff.

Very truly yours,

W. MARTIN MORICS  
Comptroller

WMM:RL  
REF: PD-7651W.DOC



**PRELIMINARY OFFICIAL STATEMENT DATED MARCH 18, 2010**

**NEW ISSUES  
BOOK ENTRY ONLY**

**RATINGS:** Fitch                      Moody's                      Standard & Poor's  
Notes:                      "F1+"                      "Applied For"                      "SP-1+"  
Bonds:                      "AA+"                      "Applied For"                      "AA"  
(See "Ratings" herein.)

*In the opinion of Katten Muchin Rosenman LLP, and of Hurtado, S.C., Bond Counsel, under existing law, if there is continuing compliance with certain requirements of the Internal Revenue Code of 1986, interest on the Notes and the Bonds (the "Offered Obligations") will not be includable in gross income for federal income tax purposes. The Offered Obligations are not "private activity bonds" and the interest thereon is not required to be included as an item of tax preference for purposes of computing individual or corporate "alternative minimum taxable income." However, interest on the Offered Obligations is includable in corporate earnings and profits and therefore must be taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax. Interest on the Offered Obligations is not exempt from Wisconsin income taxes.*



**CITY OF MILWAUKEE, WISCONSIN**

**\$147,000,000\* GENERAL OBLIGATION  
CASH FLOW PROMISSORY NOTES, SERIES 2010 R4**

**\$53,030,000\* GENERAL OBLIGATION  
CORPORATE PURPOSE BONDS, SERIES 2010 B5**

**Dated:** Expected Date of Delivery (April 15, 2010)

**Due:** As shown on the inside cover

The General Obligation Cash Flow Promissory Notes, Series 2010 R4 (the "G.O. Notes" or "Notes") and the General Obligation Corporate Purpose Bonds, Series 2010 B5 (the "G.O. Bonds" or "Bonds") (collectively, the "Offered Obligations") are direct general obligations of the City of Milwaukee, Wisconsin (the "City" and the "State" respectively), payable from taxes levied on all taxable property within the City, subject to taxation by the City, without limitation as to rate or amount.

The Notes will be dated the Expected Date of Delivery, and will be payable on December 15, 2010. The Notes are being issued for the public purpose of financing the City's operating budget on an interim basis in anticipation of the receipt of State shared revenue payments. Interest on the Notes shall be payable at maturity. The Notes are **not** subject to optional redemption prior to maturity.

The Bonds will be dated the Expected Date of Delivery, will bear interest payable semiannually on May 1 and November 1 of each year, commencing November 1, 2010 at the rates, and will mature on May 1, in the years and amounts, as detailed on the inside front cover hereof. The Bonds are being issued for the purpose of financing various public improvements and fiscal requirements of the City. The Bonds are subject to optional redemption on any date on or after May 1, 2020, as provided herein.

The Offered Obligations have been offered for sale by competitive bid in accordance with the Official Notices of Sale dated March 18, 2010 and are being issued subject to the legal opinions of Katten Muchin Rosenman LLP, Chicago, Illinois, and of Hurtado, S.C., Wauwatosa, Wisconsin, Bond Counsel to the City, and other conditions specified in the Official Notices of Sale. It is expected that the Offered Obligations will be delivered through the facilities of the Depository Trust Company ("DTC"), New York, New York on or about April 15, 2010 (the "Expected Date of Delivery").

*THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THE OFFERED OBLIGATIONS. INVESTORS MUST READ THIS ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.*

For Further Information Contact:

W. Martin Morics, City Comptroller and Secretary to Public Debt Commission  
City Hall, Room 404, 200 East Wells Street - Milwaukee, WI 53202 - Phone (414) 286-3321

**ELECTRONIC BIDS FOR THE NOTES WILL BE RECEIVED UNTIL  
9:30 A.M. (CENTRAL TIME) ON MONDAY MARCH 25, 2010**

**ELECTRONIC BIDS FOR THE BONDS WILL BE RECEIVED UNTIL  
10:00 A.M. (CENTRAL TIME) ON MONDAY MARCH 25, 2010**

March \_\_, 2010

*\*Preliminary, Subject to Change.*

This is a Preliminary Official Statement, subject to correction and change. The City has authorized the distribution of the Preliminary Official Statement to prospective purchasers and others. Upon the sale of the Offered Obligations, the City will complete, adopt and deliver a Final Official Statement substantially in this form.

## MATURITY SCHEDULES

### \$147,000,000\* GENERAL OBLIGATION CASH FLOW PROMISSORY NOTES, SERIES 2010 R4

The Notes will be dated the Expected Date of Delivery, and will mature on December 15, 2010 without the option of prior redemption. Interest will be payable at maturity, at the rate or rates shown below.

Amount	Interest Rate	Yield	CUSIP <sup>(1)</sup> Base 602366
\$147,000,000*			

### \$53,030,000\* GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2010 B5

The Bonds will be dated the Expected Date of Delivery, will bear interest at the rates shown below, payable semi-annually on May 1 and November 1 of each year, commencing November 1, 2010 and will mature on May 1 in the years and in the amounts shown below. The Bonds are subject to optional redemption on any date on or after May 1, 2020, as provided herein.

Maturing (May 1)	Amount*	Interest Rate	Yield	CUSIP <sup>(1)</sup> Base 602366	Maturing (May 1)	Amount*	Interest Rate	Yield	CUSIP <sup>(1)</sup> Base 602366
2011	\$3,590,000				2020	—			
2012	3,665,000				2021	\$7,720,000			
2013	3,700,000				2022	7,825,000			
2014	280,000				2023	7,980,000			
2015	—				2024	8,225,000			
2016	—				2025	8,350,000			
2017	—				2026	835,000			
2018	—				2027	860,000			
2019	—								

<sup>(1)</sup>The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of the holders of the Offered Obligations. The City is not responsible for the selection or uses of such CUSIP numbers, and no representation is made as to their correctness on the Offered Obligations, or as indicated above. The CUSIP number for a specific maturity is subject to change after the issuance of the Offered Obligations.

\*Preliminary, Subject to Change.

No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representation other than as contained in this Official Statement in connection with the sale of these securities and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities by a person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement, nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. These securities have not been registered pursuant to the Securities Act of 1933, in reliance upon exemptions contained in such Act.

## TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
MATURITY SCHEDULES .....	2	Budgeting .....	26
INTRODUCTION TO THE OFFICIAL STATEMENT .....	4	City Capital Improvements Plan .....	27
Summary Statement-The Notes .....	4	Adopted Budget - Combined Revenues - 2010 .....	28
Summary Statement-The Bonds .....	6	Adopted Budget - Combined Appropriations - 2010.....	29
THE NOTES .....	8	Budgetary Comparison Schedule - General Fund For The	
Authority and Purpose.....	8	Years Ending December 31, 2004 Through 2008 .....	30
Security for the Notes.....	8	General Fund - Projected Cash Flow Summary .....	31
Statutory Borrowing Limitation .....	8	General Fund-Projected Schedule of Cash Receipts and	
THE BONDS.....	9	Disbursements.....	33
Authority and Purpose .....	9	General Fund Schedule of Cash Receipts and	
Security for the Bonds .....	9	Disbursements.....	34
Maturity and Interest Rates.....	10	Schedule of Cash and Investment Balances - All Funds ..	35
Redemption Provisions.....	10	Projected Schedule of Cash and Investment Balances - All	
Statutory Borrowing Limitation.....	10	Funds .....	36
INVESTMENT POLICIES .....	10	Assessed and Equalized Valuations .....	37
THE CITY .....	11	Assessed Tax Rates .....	38
Location, Organization and Government.....	11	Property Tax Levies and Collections.....	38
General .....	11	Collection Procedures .....	39
Elected Officials .....	11	Insurance .....	39
Public Services and Facilities .....	12	PENSION SYSTEM .....	40
Employee Relations .....	12	Employes' Retirement System .....	40
GENERAL, DEMOGRAPHIC AND ECONOMIC		LEGAL MATTERS .....	41
INFORMATION .....	13	Litigation Statement .....	41
General .....	13	Legal Opinions .....	44
Building Permits .....	14	RATINGS .....	44
Leading Business and Industrial Firms Located Within		TAX MATTERS .....	44
Milwaukee County.....	15	State Tax Matters.....	46
EMPLOYMENT AND INDUSTRY .....	16	NO DESIGNATION AS QUALIFIED TAX-EXEMPT	
Annual Unemployment Rates .....	16	OBLIGATIONS.....	46
Recent Monthly Unemployment Rates .....	16	CONTINUING DISCLOSURE .....	46
Ten Largest Taxpayers With 2009 Assessed Valuations ..	17	FINANCIAL ADVISOR.....	47
DEBT STRUCTURE.....	18	UNDERWRITING.....	47
Legal Debt Limitations .....	18	CLOSING DOCUMENTS AND CERTIFICATES .....	47
Debt Margin.....	18	REPRESENTATIONS OF THE CITY .....	48
Debt Refunded.....	19	ADDITIONAL INFORMATION .....	48
Analysis of General Obligation Debt Outstanding As of			
March 15, 2010.....	19	APPENDICES	
General Obligation Debt Service Requirements .....	20	Appendix A - Audited financial information of the City of	
Trends of General Obligation Debt.....	21	Milwaukee, Wisconsin for the Year Ended December 31,	
Trends of Self-Sustaining General Obligation Debt .....	21	2008-Selected Sections of the Comprehensive Annual	
Ratio of General Obligation Debt.....	22	Financial Report.....	A-1
Computation of Net Direct and Overlapping Debt .....	23	Appendix B - Draft Form of Legal Opinions .....	B-1
Future Financing.....	23	Appendix C - Master Continuing Disclosure Certificate .....	C-1
Commercial Paper Program.....	24	Appendix D - Book-Entry-Only System.....	D-1
Auction Rate and Other Variable Rate Exposure.....	24	Appendix E - Official Notices of Sale and Bid Forms .....	E-1
REVENUE BONDING .....	24		
TAX INCREMENT DISTRICT FINANCING .....	26		
FINANCIAL INFORMATION .....	26		



## INTRODUCTION TO THE OFFICIAL STATEMENT

The purpose of this Official Statement, including the cover page and Appendices, is to set forth certain information concerning the City of Milwaukee (the “City”), located in Milwaukee County, Wisconsin, and to set forth information concerning the following securities issued by the City:

\$147,000,000\* General Obligation Cash Flow Promissory Notes, Series 2010 R4 (the “G.O. Notes” or “Notes”)

\$53,030,000\* General Obligation Corporate Purpose Bonds, Series 2010 B5 (the “G.O. Bonds” or “Bonds”)

*The following summary statement is furnished solely to provide limited introductory information regarding the City’s Offered Obligations, and does not purport to be comprehensive. All such information is qualified in its entirety by reference to the more detailed descriptions appearing in this Official Statement, including the Appendices hereto.*

### SUMMARY STATEMENT-NOTES

Issuer:	City of Milwaukee, Wisconsin.
Issue:	\$147,000,000* General Obligation Cash Flow Promissory Notes, Series 2010 R4.
Dated Date:	The Expected Date of Delivery, which is anticipated to be April 15, 2010.
Principal Due Date:	December 15, 2010.
Interest Payment Date:	Payable at maturity; calculated on the basis of 30-day months and a 360-day year (term of 240 days assuming an April 15, 2010 delivery date).
Denominations:	\$5,000 or integral multiples thereof.
Purpose:	The Notes are issued for the purpose of financing the City’s operating budget on an interim basis in anticipation of the receipt of State shared revenue payments (“State Aid Payments”).
Security:	Principal and interest on the Notes will be payable out of receipts from an irrevocable ad-valorem tax levied on all taxable property within the City. The City has also pledged and will irrevocably segregate upon receipt, State Aid Payments in an amount sufficient, with interest thereon, to pay, when due, the principal of and interest on the Notes. The City has also pledged all other general fund revenues included in the budget for the current calendar year, which are due the City, which have not been received as of the date of delivery of the Notes and which are not otherwise pledged or assigned. (See “THE NOTES - SECURITY FOR THE NOTES” herein).
Authority for Issuance:	The Common Council of the City has authorized the issuance and sale of the Notes in accordance with the provisions of Chapters 65 and 67 of the Wisconsin Statutes.
Form of Issuance:	The Notes will be issued in Book-Entry-Only form, fully registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York, New York, which will act as security depository for the Notes. (See “BOOK-ENTRY-ONLY SYSTEM” herein).

*\*Preliminary, Subject to Change.*

Tax Status of Interest: Bond Counsel are of the opinion that under existing law, interest on the Notes is not includable in the gross income of the owners thereof for federal income tax purposes. If there is continuing compliance with the applicable requirements of the Internal Revenue Code of 1986 (the "Code"), Bond Counsel are of the opinion that interest on the Notes will continue to be excluded from the gross income of the owners thereof for federal income tax purposes. Bond Counsel are further of the opinion that the interest on the Notes is not an item of tax preference for purposes of computing individual or corporate alternative minimum taxable income and is not taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax. Interest on the Notes is not exempt from Wisconsin income taxes. (See "TAX MATTERS" herein).

Redemption Feature: The Notes are not subject to redemption prior to maturity.

Official Statement: The City will provide the original purchaser of the Notes with an electronic copy and up to 100 copies of this Official Statement within seven business days following the award of the Notes.

Professionals: Bond Counsel: Katten Muchin Rosenman LLP  
Chicago, Illinois

Hurtado, S.C.  
Wauwatosa, Wisconsin

Financial Advisor: Robert W. Baird & Co.  
Milwaukee, Wisconsin

Paying Agent: City Official: City of Milwaukee Comptroller's Office  
Milwaukee, Wisconsin

Record Date: December 1, 2010

Delivery: Delivery of the Notes will be on or about April 15, 2010 at the expense of the City, through the facilities of The Depository Trust Company, New York, New York.

Reoffering: The public reoffering price or yield of the Notes will be set forth on the inside front cover page of the Final Official Statement.

Continuing Disclosure Certificate: In order to assist bidders in complying with the continuing disclosure requirements of SEC Rule 15c2-12 and as part of the City's contractual obligation arising from its acceptance of the successful bidder's proposal, at the time of the delivery of the Notes the City will provide an executed copy of its Continuing Disclosure Certificate. (See "CONTINUING DISCLOSURE" herein).

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## SUMMARY STATEMENT-THE BONDS

Issuer:	City of Milwaukee, Wisconsin.
Issue:	\$53,030,000* General Obligation Corporate Purpose Bonds, Series 2010 B5.
Dated Date:	The Expected Date of Delivery, which is anticipated to be April 15, 2010.
Principal Due Dates:	May 1 of the years 2011 through 2014 and 2021 through 2027.
Interest Payment Dates:	Each May 1 and November 1 commencing November 1, 2010.
Denominations:	\$5,000 or integral multiples thereof.
Purpose:	The Bonds are issued pursuant to Chapters 65 and 67 of the Wisconsin Statutes for the public purpose of financing various public improvement projects and fiscal requirements of the City. Long-term financing will also be provided for projects that have been temporarily financed.
Security:	Principal and interest on the Bonds will be payable out of receipts from an irrevocable ad-valorem tax levied on all taxable property within the City.
Authority for Issuance:	The Common Council of the City has authorized the issuance and sale of the Bonds in accordance with the provisions of Chapters 65 and 67 of the Wisconsin Statutes.
Form of Issuance:	The Bonds will be issued in Book-Entry-Only form, fully registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York, New York, which will act as security depository for the Bonds. (See "BOOK-ENTRY-ONLY SYSTEM" herein).
Tax Status of Interest:	Bond Counsel are of the opinion that under existing law, interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes. If there is continuing compliance with the applicable requirements of the Internal Revenue Code of 1986 (the "Code"), Bond Counsel are of the opinion that interest on the Bonds will continue to be excluded from the gross income of the owners thereof for federal income tax purposes. Bond Counsel are further of the opinion that the interest on the Bonds is not an item of tax preference for purposes of computing individual or corporate alternative minimum taxable income and is not taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax. Interest on the Bonds is not exempt from Wisconsin income taxes. (See "TAX MATTERS" herein).
Redemption Feature:	The Bonds maturing on or after May 1, 2021 are subject to optional redemption on any date on or after May 1, 2020. (See "REDEMPTION PROVISIONS" herein.)
Official Statement:	The City will provide the original purchaser of the Bonds with an electronic copy and up to 100 copies of this Official Statement within seven business days following the award of the Bonds.

*\*Preliminary, Subject to Change.*

Professionals: Bond Counsel: Katten Muchin Rosenman LLP  
Chicago, Illinois  
Hurtado, S.C.  
Wauwatosa, Wisconsin  
Financial Advisor: Robert W. Baird & Co.  
Milwaukee, Wisconsin  
Paying Agent: City Official: City of Milwaukee Comptroller's Office  
Milwaukee, Wisconsin  
Record Date: The 15th day of the calendar month next preceding each interest payment date.  
Delivery: Delivery of the Bonds will be on or about April 15, 2010 at the expense of the City,  
through the facilities of The Depository Trust Company, New York, New York.  
Reoffering: The public reoffering price(s) or yield(s) of the Bonds will be forth on the inside front  
cover page of the Final Official Statement.  
Continuing Disclosure Certificate: In order to assist bidders in complying with the continuing disclosure requirements of  
SEC Rule 15c2-12 and as part of the City's contractual obligation arising from its  
acceptance of the successful bidder's proposal, at the time of the delivery of the Bonds  
the City will provide an executed copy of its Continuing Disclosure Certificate. (See  
"CONTINUING DISCLOSURE" herein).

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## **THE NOTES**

### **AUTHORITY AND PURPOSE**

The Common Council of the City has authorized the issuance and sale of the Notes for the public purpose of financing the City's operating budget on an interim basis in anticipation of the receipt of State shared revenue payments, by the adoption of an authorizing resolution on January 20, 2010 in accordance with the provisions of Chapters 67.12(12) of the Wisconsin Statutes.

### **SECURITY FOR THE NOTES**

The Notes shall be general obligations of the City, and payment thereof is secured by a pledge of the full faith and credit of the City. The City is authorized and required to levy on all taxable property in the City such ad-valorem taxes, without limitation as to rate or amount, as may be necessary to meet the debt service requirements on the Notes.

Under and by virtue of Sections 67.05(10) and 67.12(12), Wisconsin Statutes, the City is obligated to levy a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on the Notes as it falls due, and also to pay and discharge the principal thereof at maturity. The City is, and shall be, without power to repeal such levy or obstruct the collection of such tax until all such payments have been made or provided for.

Under Section 67.035, Wisconsin Statutes, all taxes levied for paying principal and interest on valid notes or bonds are declared to be without limitation. Under Section 65.06(18), Wisconsin Statutes, the omission from the budget of the payment of interest on or the principal of any bonded debt of the City when due shall not prevent the placing of the same on the tax roll for the levy and the collection of the tax and the payment of the money therefor.

The City also has pledged, and will irrevocably segregate upon receipt, State Aid Payments in an amount sufficient, with interest thereon, to pay, when due, the principal of and interest on the Notes. The City has also pledged other General Fund Revenues included in the budget for the current calendar year which are due to the City, but which have not been received as of the date of delivery of the Notes.

### **STATUTORY BORROWING LIMITATION**

Wisconsin Statutes limit direct general obligation debt the City may issue. The Notes are within these limitations. (See "DEBT STRUCTURE" herein for further details).

# THE BONDS

## AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Chapters 65 and 67 of the Wisconsin Statutes to finance various public improvement projects and fiscal requirements of the City, and to pay the associated financing costs. The Common Council of the City adopted resolutions on December 22, 2009 which authorize the issuance of the Bonds. In addition, various initial resolutions have been adopted authorizing purposes for bonds that have been combined into the corporate purpose bond issue.

Proceeds of the Bonds are anticipated to be used for various public improvements of the City as follows:

Renewal and Development	\$1,689,890
Libraries	775,000
Port of Milwaukee	187,010
Parking	543,100
Police	725,000
Bridges	3,925,000
Streets	2,280,000
Sewers	4,000,000
Water	225,000
Tax Incremental Districts	11,065,000
Refund Commercial Paper	16,380,000
Refund School Lease	<u>11,235,000</u>
TOTAL	<u><u>\$53,030,000</u></u>

## SECURITY FOR THE BONDS

The Bonds shall be general obligations of the City, and payment thereof is secured by a pledge of the full faith and credit of the City. The City is authorized and required to levy on all taxable property in the City such ad-valorem taxes, without limitation as to rate or amount, as may be necessary to meet the debt service requirements on the Bonds.

Under and by virtue of Sections 67.05(10) and 67.12(12), Wisconsin Statutes, the City is obligated to levy a direct annual tax sufficient in amount to pay, and for the express purpose of paying, the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity. The City is, and shall be, without power to repeal such levy or obstruct the collection of such tax until all such payments have been made or provided for.

Under Section 67.035, Wisconsin Statutes, all taxes levied for paying principal and interest on valid notes or bonds are declared to be without limitation. Under Section 65.06(18), Wisconsin Statutes, the omission from the budget of the payment of interest on or the principal of any bonded debt of the City when due shall not prevent the placing of the same on the tax roll for the levy and the collection of the tax and the payment of the money therefor.

## **MATURITY AND INTEREST RATES**

The Bonds are to be dated the Expected Date of Delivery, and will bear interest from that date at the rates, and shall mature each May 1 in the amounts and on the dates as set forth on the inside front cover page of this Preliminary Official Statement. Interest on the Bonds will be payable on November 1, 2010 and thereafter semiannually on May 1 and November 1 of each year and is calculated on the basis of 30-day months and a 360-day year.

## **REDEMPTION PROVISIONS**

The Bonds maturing on or after May 1, 2021 will be subject to redemption prior to their maturity, at the option of the City, on any date on or after May 1, 2020 at a price of par plus accrued interest to the date fixed for their redemption. If less than all outstanding Bonds are called for redemption, the Bonds shall be called in such order of maturity as shall be determined by the City. If less than all of the Bonds of any maturity are called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot. Notice of redemption shall be mailed, postage prepaid, to the owners of any Bonds to be redeemed in whose name such Bonds are registered as of a record date, which shall be 45 days prior to the redemption date. While in Book Entry Form, as the Registered Owner, DTC will receive the Redemption Notice. The City is not responsible for DTC's notification of redemption to Participants and Beneficial Owners.

## **STATUTORY BORROWING LIMITATION**

Wisconsin Statutes limit direct general obligation debt the City may issue. The Bonds do not cause these limitations to be exceeded. (See "DEBT STRUCTURE" herein for further details).

## **INVESTMENT POLICIES**

The City may invest any of its funds not immediately needed in accordance with Section 66.0603 of the Wisconsin Statutes. The City, through Common Council Resolution 930358, adopted July 6, 1993, has instructed the City Treasurer to invest City funds, including Milwaukee Public Schools (MPS) funds, in: (a) Certificates of Time Deposit at approved public depositories limited to the equity capital or net worth of the financial institution with collateralization required when total deposits at any institution exceed \$500,000; (b) Repurchase Agreements with public depository institutions; (c) the State of Wisconsin Local Government Investment Pool; (d) U.S. Treasury and Agency instruments and (e) commercial paper which has a rating in the highest or second highest rating category assigned by Standard & Poor's Ratings Group, Moody's Investors Service, Inc., or some other similar nationally recognized rating agency.

To the extent possible, the City Treasurer attempts to match investments with anticipated cash flow requirements. No limits have been placed on how much of the portfolio can be invested in any of the above investment categories.

The State of Wisconsin Investment Board ("SWIB") provides the Local Government Investment Pool ("LGIP") as a subset of the State Investment Fund (the "Fund"). The LGIP includes deposits from elective participants consisting of over 1,000 municipalities and other public entities. The Fund also consists of cash balances of participants required to keep their cash balances in the Fund. These required participants include the State General Fund, State agencies and departments and Wisconsin Retirement System reserves. The LGIP portion of the Fund is additionally secured as to credit risk.

The LGIP is a local option City depository. The City utilizes the LGIP in a manner similar to a "money market" account. When other investment options provide more favorable results, such options are utilized. As of December 31, 2009, the City had approximately 29.860% (\$178,137,105) of its and MPS investments deposited in the LGIP.

SWIB invests the assets of the Fund, which includes assets of the LGIP. Overall policy direction for SWIB is established by an independent, eight-member Board of Trustees (the "Trustees"). The Trustees establish long-term investment policies, set guidelines for each investment portfolio and monitor investment performance.

The objectives of the Fund are to provide (in order of priority) safety of principal, liquidity, and a reasonable rate of return. The Fund includes retirement trust funds cash balances pending longer-term investment by other investment divisions. The Fund also acts as the State's cash management fund and provides the State's General Fund with liquidity for operating expenses. The Fund is strategically managed as a mutual fund with a longer average life than a money market fund. This strategic advantage is made possible by the mandatory investment of State funds for which the cash flow requirements can be

determined significantly in advance. Due to the role played by the Fund, the cash balances available for investment vary daily as cash is accumulated or withdrawn from various funds.

A copy of SWIB’s annual report may be obtained by submitting a written request to the State of Wisconsin Investment Board, P.O. Box 7842, Madison, WI 53707-7842.

## **THE CITY**

### **LOCATION, ORGANIZATION AND GOVERNMENT**

#### **GENERAL**

The City is located on the western shore of Lake Michigan in southeastern Wisconsin. The City is the hub of the metropolitan area and a thriving place to live and work. The City is Wisconsin’s largest city with a population of approximately 584,000 and is the principal trade, service and financial center of southeastern Wisconsin. The surrounding Metropolitan Statistical Area (“MSA”) include the principal cities of Milwaukee, Waukesha and West Allis, in the counties of Milwaukee, Ozaukee, Waukesha and Washington, Counties, has a population of nearly 1.5 million.

The Port of Milwaukee provides access to the sea lanes of the world. General Mitchell International Airport is served by domestic and international airlines. Five rail lines serve the City and provide transportation links throughout the United States. The City is also connected with the interstate highway system.

The City was incorporated as a city on January 31, 1846, pursuant to the laws of the territory of Wisconsin. Wisconsin gained statehood in 1848. The City, operating under a Home Rule Charter since 1874, has a council-mayor form of government.

#### **ELECTED OFFICIALS**

The Mayor, City Attorney, Comptroller, Treasurer and Common Council members are elected officials of the City. Local elections are non-partisan. The Mayor, City Attorney, Comptroller and Treasurer are elected at-large for identical four-year terms.

The Common Council represents fifteen Aldermanic districts. Each Alderperson represents, and is elected from, an aldermanic district with a population of approximately 40,000.

#### **CITY OFFICIALS**

**As of April 15, 2008**

(initial year in office follows name)

Mayor	Tom Barrett	(2004)
City Attorney	Grant F. Langley	(1984)
City Comptroller	W. Martin Morics	(1992)
City Treasurer	Wayne F. Whittow	(1976)

#### **COMMON COUNCIL**

Ashanti Hamilton	(2004)	Robert W. Puente	(2004)
Joe Davis, Sr.	(2003)	Michael J. Murphy	(1989)
Nik Kovac	(2008)	Joseph A. Dudzik	(2002)
Robert J. Bauman	(2004)	James N. Witkowiak	(2004)
James A. Bohl, Jr.	(2000)	Terry L. Witkowski	(2003)
Milele A. Coggs	(2008)	T. Anthony Zielinski	(2004)
Willie C. Wade	(2003)	Willie L. Hines, Jr.	(1996)
Robert G. Donovan	(2000)		

The terms of all the above elected positions expire in April, 2012.



## **PUBLIC SERVICES AND FACILITIES**

The City, employing approximately 7,307 people (some in a seasonal capacity), is charged with primary responsibility for public safety (via its police, fire and health departments); public works (including refuse removal and a City-owned water utility); various cultural and recreational services including a library system; and general municipal administration. City government also participates in housing and neighborhood programs through separate housing and redevelopment authorities. These two latter authorities have the ability to borrow directly and issue revenue backed financings.

Other major local governmental units and their related government services are the Milwaukee Public Schools (education); Milwaukee County (parks, airport/mass transit/highways, social services and court system); Milwaukee Metropolitan Sewerage District (wastewater treatment); and the Milwaukee Area Technical College (higher education). Wisconsin Statutes require the City to issue debt for Milwaukee Public Schools. The other governmental units listed each have the statutory authority to issue general obligation debt.

Two special purpose governmental units exist with the ability to borrow and tax on a limited revenue basis. The first is the Southeastern Wisconsin Professional Baseball Park District (the "SWPBP District"), a public entity created by State legislation, encompassing southeastern Wisconsin counties, including Milwaukee County, to finance construction/operations of a new baseball facility ("Miller Park") for the National League Milwaukee Brewers baseball club. Miller Park opened in March, 2001. The SWPBP District has issued \$199 million of revenue bonds supported by a five-county, one-tenth of one percent sales tax and other ancillary revenue streams. In addition, \$45 million of lease certificates of participation have been issued by the SWPBP District to finance acquisition and installation of facility equipment, scoreboards, etc.

The second special purpose governmental unit is the Wisconsin Center District ("WC District"), a public entity created by State legislation, which oversees construction/operation of the Midwest Airlines Center, the City's major convention complex. This complex also includes the US Cellular Arena and the Milwaukee Auditorium facilities, formerly known as "MECCA". The Midwest Airlines Center was financed by \$185 million of revenue bonds issued by the WC District and secured by a pledge of dedicated sales tax revenues from lodging, restaurant, and vehicle rentals collected in the WC District. Phase One of the Midwest Airlines Center was completed during 1998. Phase Two was completed in 1999. In 2001, the WC District issued \$30 million of bonds to renovate the Milwaukee Auditorium which was renamed, the Milwaukee Theatre.

In addition to the facilities noted above, the City is home to a modern 17,000+ seat indoor sports and concert venue, the Bradley Center, located in the heart of downtown. This facility serves the National Basketball Association Milwaukee Bucks, the Marquette University Golden Eagles basketball team and the Milwaukee Admirals International Hockey League club. The City also boasts the lakefront Milwaukee Art Museum as well as a major symphony, ballet and opera companies, and other theatre and performing arts.

May 4, 2001 marked the unveiling of Milwaukee Art Museum's new expansion and renovation, which combines art, dramatic architecture and landscape design. The Quadracci Pavilion, the first Santiago Calatrava-designed building in the United States, features a 90-foot high glass-walled reception hall enclosed by the Burke Brise Soleil, a sunscreen that can be raised or lowered creating a unique moving sculpture.

Finally, the Milwaukee area is the site of a number of higher education institutions including Marquette University, the University of Wisconsin – Milwaukee, Alverno College, Mount Mary College and the Milwaukee School of Engineering.

## **EMPLOYEE RELATIONS**

Approximately 6,070 of the City's full-time employees are members of nineteen different bargaining units represented by unions. One labor agreement covering approximately 200 employees expired on December 31, 2006, and two labor agreements covering approximately 1,650 police and firefighters expired on December 31, 2009. The remaining sixteen agreements are in place through December 31, 2011.

# GENERAL, DEMOGRAPHIC AND ECONOMIC INFORMATION

## GENERAL

The City, with a 2009 population of 584,000 (preliminary estimate), represents approximately 40% of the population of the greater metropolitan area. Based on the last U.S. Census, population in the four county retail trade area surrounding the City is 1,512,400 and represents 28% of the population of the State of Wisconsin. Over 74% of metropolitan Milwaukee's population is comprised of residents within the working ages of 18 and older.

### CITY OF MILWAUKEE SELECTED ECONOMIC DATA

Year	Population	Adjusted Gross Income Per Return
2009	584,000	N/A
2008	590,870	\$33,144
2007	590,190	33,225
2006	590,370	32,370
2005	592,765	30,988
2004	593,920	29,922

Sources: Wisconsin Department of Administration, Demographic Service Center and the Wisconsin Department of Revenue, Division of Research and Analysis.

## BUILDING PERMITS

Another indicator of economic growth is the activity in the building industry. The following table indicates building permit activity during the period 2004 through December 2009.

### General Total

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2004	\$294,811,125	2,784
2005	529,251,733	2,599
2006	424,763,947	2,655
2007	336,748,300	2,405
2008	249,992,533	2,067
2009	290,326,431	1,723

### Residential Building

<u>Year</u>	<u>Single Family</u>		<u>Multi-Family</u>		<u>Total</u>		<u>Permits Issued</u>
	<u>Value</u>	<u># Of Units</u>	<u>Value</u>	<u># Of Units</u>	<u>Value</u>	<u># Of Units</u>	
2004	\$29,896,986	194	\$48,346,002	553	\$78,242,988	747	244
2005	33,751,976	193	113,713,239	500	147,465,215	693	231
2006	25,146,380	162	95,804,142	519	120,950,522	681	189
2007	24,940,117	160	123,505,408	677	148,445,525	837	187
2008	15,632,811	90	63,975,007	509	79,607,818	599	104
2009	7,269,207	59	37,354,152	409	44,623,359	468	72

### Commercial Building

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2004	\$63,485,441	89
2005	166,425,515	106
2006	134,084,138	113
2007	82,501,318	105
2008	59,502,236	74
2009	127,122,466	37

### Public Building

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2004	\$34,176,914	95
2005	51,889,921	49
2006	38,009,733	243
2007	19,791,921	140
2008	9,107,611	85
2009	10,808,648	107

### Alterations and Additions

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2004	\$118,905,782	2,356
2005	163,471,082	2,213
2006	131,719,554	2,110
2007	86,009,536	1,973
2008	101,774,868	1,804
2009	107,771,958	1,506

Sources: Development Center, Department of City Development. Data accumulated from monthly reports submitted to U.S. Department of Commerce, Bureau of the Census, Construction Statistics Division, Washington D.C.

**LEADING BUSINESS AND INDUSTRIAL FIRMS  
LOCATED WITHIN MILWAUKEE COUNTY**

The listing of large employers in the Milwaukee County area follows that reveals the diversity of Milwaukee County's economic base. The largest of these are shown in the following list, which includes only employers with the majority or all of their employment in Milwaukee County.

Employer	2008 Employment Estimates	Type of Business or Service
Aurora Health Care	25,937	Health care
U.S. Government (Includes Zablocki V.A. Medical Center)	11,100	Government
Milwaukee Public Schools	10,690*	Education
Wheaton Franciscan Healthcare	9,020	Health care
Roundy's Supermarket	8,480	Retail grocer
City of Milwaukee	7,307*	Government
Quad Graphics	7,000	Commercial printing
Kohl's Corporation	6,900	Specialty department stores
GE Healthcare Technologies	6,462	Medical imaging, healthcare services
Wal-Mart Stores	6,229	Discount retail stores and warehouse clubs
Milwaukee County	5,708*	Government
Northwestern Mutual Life	5,100	Insurance
Pro Healthcare, Inc.	4,936	Health care
Medical College of Wisconsin	4,700	Medical school/academic/health care
WE Energies	4,700	Electric/natural gas utility
Froedert Memorial Lutheran Hospital and Community Health	4,365	Health care
Columbia-St. Mary's	4,339	Health care provider
M&I Marshall & Ilsley	4,314	Holding company banking/finance and data services
AT & T Wisconsin	4,300	Communications
Harley-Davidson Motor Company	3,742	Manufacturer, motorcycles
University of Wisconsin-Milwaukee	3,531*	Education
US Bank (formerly Firststar Corporation)	3,350	Finance, banking
Target Corporation	3,318	Discount department store chain
Rockwell Automation (formerly Allen-Bradley)	3,258	Manufacturer, electrical/electronic products
Walgreens Co.	3,240	Retail drugstore chain

Source: The 2009 Business Journal Book of Lists. Employer contacts July 2009.

*\*Represents estimated 2009 figures*

## EMPLOYMENT AND INDUSTRY

During 2009, the City's unemployment rate averaged approximately 11.1%. Presented below are unemployment rates for the City, as compared to the State of Wisconsin and the United States for the period 2005 through December 2009. The information below reflects revisions, corrections, and new inputs from the 2000 census, including the application of the changes to the prior years shown. For further information on the changes, please contact the U.S. Bureau of Labor Statistics, or visit their website at <http://www.bls.gov>.

### ANNUAL UNEMPLOYMENT RATES (Not Seasonally Adjusted)

<u>Year</u>	Milwaukee		<u>State of Wisconsin</u>	<u>United States</u>
	City of Milwaukee	- Waukesha-West Allis Metropolitan Statistical Area		
2009	11.1% <sup>(1)</sup>	8.7% <sup>(1)</sup>	8.5%	9.3%
2008	6.6	4.8	4.7	5.8
2007	7.2	5.1	4.9	4.6
2006	7.0	4.9	4.7	4.6
2005	7.2	5.0	4.8	5.1

<sup>(1)</sup> Estimate

Source: U.S. Department of Labor, Bureau of Labor Statistics.

### RECENT MONTHLY UNEMPLOYMENT RATES (Not Seasonally Adjusted)

<u>Month</u>	Milwaukee		<u>State of Wisconsin</u>	<u>United States</u>
	City of Milwaukee	- Waukesha-West Allis Metropolitan Statistical Area		
December 2009	11.0% <sup>(1)</sup>	8.6% <sup>(1)</sup>	8.3% <sup>(1)</sup>	_9.7%

<sup>(1)</sup> Preliminary.

Source: U.S. Department of Labor, Bureau of Labor Statistics.

The City's economic structure reveals a diversified economy with strong service and manufacturing sectors. The service sector (service, finance, insurance, real estate and retail trade) employs over 69% of the workforce. Manufacturing firms employ 17% of the workforce. The area is not dominated by any large employers. Less than two percent of the manufacturers have employment levels greater than 500. Less than one percent of the employers in finance, insurance and services have more than 500 employees.

## TEN LARGEST TAXPAYERS WITH 2009 ASSESSED VALUATIONS

US Bank Corporation	\$ 263,926,353
Northwestern Mutual Life Ins.	213,000,793
Marcus Corp/Milw City Center/Pfister	120,185,927
Metropolitan Associates	111,511,122
NNN 411 East Wisconsin LLC	97,266,997
Crichton-Hauck/Shoreline/Juneau Village	96,441,024
Towne Realty	92,659,346
M & I Marshall & Ilsley Bank	88,383,582
100 E. Wisconsin Ave Joint Venture	77,769,874
Renaissant LaFayette Apts	67,129,278

Source: City of Milwaukee, Assessor's Office January 2010.

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## DEBT STRUCTURE

The City of Milwaukee has never defaulted in the payment of the principal or interest on its debt obligations, nor has the City issued any refunding securities for the purpose of preventing default in principal or interest on its debt obligations.

### LEGAL DEBT LIMITATIONS

Section 67.03 of the Wisconsin Statutes, as supplemented and amended, limits direct general obligation borrowing by the City to an amount equivalent to five percent of the equalized valuation of taxable property within the City. Section 119.49 of the Wisconsin Statutes, as supplemented and amended, further authorizes referendum approved bonding in an additional amount equivalent to two percent of the equalized taxable property within the City for school capital purposes.

#### DEBT MARGIN (Includes the Offered Obligations)

<b>Equalized Value of Taxable Property in the City</b>		\$31,266,329,200
<b>Legal Debt Limitation for City Borrowing</b>		
5% of Equalized Value		\$ 1,563,316,460
General Obligation Debt Outstanding subject to 5% Limit as of 03/15/10	\$792,570,000	
Plus: 2010 R4/B5	200,030,000*	
Less: Debt to be refunded	(16,380,000)	
Less: Provision for current year maturities	<u>(40,250,000)</u>	
Net General Obligation Debt Outstanding subject to the 5% Limit as of 03/15/10		\$935,970,000
Total Debt Margin for City Borrowing (in Dollars)		\$627,346,460
(As a percentage)		40.1%
(As a percentage excluding Cash Flow Notes)		49.5%
<b>Legal Debt Limitation for School Purpose Borrowing</b>		
2% of Equalized Value		\$625,326,584
General Obligation Debt Outstanding subject to 2% Limit as of 03/15/10	\$14,774,150	
Less: Provision for current year maturities	-	
Net General Obligation Debt Outstanding subject to the 2% Limit as of 03/15/10		\$14,774,150
Total Debt Margin for School Purpose Borrowing (in Dollars)		\$610,552,434
(As a percentage)		97.6%

\* Preliminary, subject to change

## DEBT REFUNDED

The City has issued the following series of general obligation refunding bonds that have outstanding escrow amounts:

\$159,985,000 General Obligation Refunding Bonds, Series of 2002-A, dated October 15, 2002, for the purpose of refunding portions of seventeen general obligation issues, with a final escrow payment in 2011, with Bank of New York as escrow trustee.

\$45,240,000 General Obligation Refunding Bonds, Series 2005 A5, dated June 7, 2005, for the purpose of refunding portions of seven general obligation issues, with a final escrow payment in 2012, with Associated Trust Company, National Association as escrow trustee.

None of the refunded debt is reflected in the "DEBT MARGIN" presentation above.

### ANALYSIS OF GENERAL OBLIGATION DEBT OUTSTANDING AS OF MARCH 15, 2010

Public Buildings	\$175,567,327
Tax Increment Districts	164,435,646
Schools (5% City Borrowing)	90,247,516
Schools (2% School Purpose Borrowing)	14,774,150
Streets	104,365,825
Sewers	48,214,790
Finance Real & Personal Property Tax Receivables	47,574,537
Police	33,143,586
Blight Elimination/Urban Renewal	22,648,772
Bridges	22,051,317
Fire	18,815,363
Water	15,460,421
Local Improvement Projects/Special Assessments	12,630,232
Parking	12,000,948
Playground/Recreational Facilities	9,189,416
Library	8,760,855
Municipal Expenses	3,573,040
Harbor	3,002,805
Grant & Aid Improvements City Share	845,227
Economic Development	19,193
Industrial Land Bank	13,454
Resource Recovery	4,381
Milwaukee Exposition and Convention Center	3,666
Lakefront Development	1,683
Total	<u><u>\$807,344,150</u></u>



## GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS

The following indicates the annual requirements of principal and interest on the general obligation debt of the City.

	Total G.O. Debt Service as of <u>3/15/2010</u> <sup>(1)(2)</sup>	<u>Series 2010 R4, B5</u>		Total Requirements <u>After Issuance</u>
		<u>Principal</u>	<u>Interest</u> <sup>(3)</sup>	
2010	\$60,173,160	\$147,000,000	\$2,530,600	\$209,703,760
2011	139,418,157	3,590,000	2,049,400	145,057,557
2012	115,202,156	3,665,000	1,904,300	120,771,456
2013	104,529,686	3,700,000	1,757,000	109,986,686
2014	97,067,008	280,000	1,677,400	99,024,408
2015	89,241,726	—	1,671,800	90,913,526
2016	81,388,525	—	1,671,800	83,060,325
2017	71,838,661	—	1,671,800	73,510,461
2018	63,342,042	—	1,671,800	65,013,842
2019	55,574,589	—	1,671,800	57,246,389
2020	47,777,925	—	1,671,800	49,449,725
2021	34,979,987	7,720,000	1,517,400	44,217,387
2022	26,960,884	7,825,000	1,206,500	35,992,384
2023	22,248,888	7,980,000	890,400	31,119,288
2024	11,929,540	8,225,000	566,300	20,720,840
2025	7,100,516	8,350,000	234,800	15,685,316
2026	948,731	835,000	51,100	1,834,831
2027	940,163	860,000	17,200	1,817,363
	<u>\$1,030,662,343</u>	<u>\$200,030,000</u>	<u>\$24,433,200</u>	<u>\$1,255,125,543</u>

<sup>(1)</sup> Assumes: the maximum interest rate of 12.0% on \$23,000,000 of variable rate debt (the tax levy requirement); and sinking fund deposits in year due.

<sup>(2)</sup> Excludes debt to be refunded.

<sup>(3)</sup> Assumes an interest rate of 4.00%

**TRENDS OF GENERAL OBLIGATION DEBT  
(THOUSANDS OF DOLLARS)**

Year 12/31	Total GO Debt	Self-Sustaining GO Debt*	Levy Supported GO Debt
2005	\$710,409	\$245,016	\$465,394
2006	797,462	268,901	528,561
2007	747,298	294,952	452,346
2008	788,579	291,317	497,262
2009	804,474	293,039	511,435

**TRENDS OF SELF-SUSTAINING GENERAL OBLIGATION DEBT  
(THOUSANDS OF DOLLARS)**

Year 12/31	TID Program	Parking Program	Special Assessments	Delinquent Taxes <sup>(1)</sup>	Water	Sewer <sup>(2)</sup>	Total Self-Sustaining
2005	\$118,997	\$13,953	\$20,428	\$26,323	\$27,949	\$37,366	\$245,016
2006	146,232	12,747	18,449	27,070	23,257	41,146	268,901
2007	143,886	11,733	16,458	28,320	19,895	74,661	294,952
2008	165,217	10,743	14,631	34,136	17,049	49,541	291,317
2009	164,106	11,616	12,994	40,508	17,049	46,766	293,039

\*General Obligation debt whose debt service requirements are paid by non-Citywide property tax revenues.

<sup>(1)</sup> Debt issued for Delinquent Tax Purposes is paid from collections of the delinquent taxes.

<sup>(2)</sup> Amount reflects the portion of GO Sewer Debt paid by the Sewer Utility.

Beginning in 2007, the Sewer Utility paid the full amount of the GO Sewer Debt.

**RATIO OF GENERAL OBLIGATION DEBT  
To Equalized And Assessed Values And To Per Capita**

Year 12/31	Population <sup>(1)</sup>	Net Equalized Valuation	Assessed Valuation	Total GO Debt	GO Debt /Net EV	GO Debt /AV	GO Debt /capita
2005	592,765	\$26,256,713,800	\$25,222,149,174	\$710,409,475	2.71%	2.82%	\$1,198
2006	590,370	30,226,985,500	28,354,951,841	797,462,085	2.64	2.81	1,351
2007	590,190	31,887,192,100	29,374,372,962	747,298,112	2.34	2.54	1,266
2008	590,870	32,257,525,000	30,431,675,204	788,579,150	2.44	2.59	1,335
2009	584,000	31,266,329,200	28,994,573,372	804,474,150	2.57	2.77	1,378

<sup>(1)</sup> Population estimate from the Wisconsin Department of Revenue for use in the distribution of State Shared Revenues.

The Public Debt Amortization Fund may be used to purchase and prepay City GO Debt. Assuming the unsegregated fund balance is used to prepay City GO Debt at year-end, the following results would have occurred:

Year 12/31	PDAF Unsegregated Balance	GO Debt /Net EV	GO Debt /capita
2005	\$46,513,313	2.53%	\$1,120
2006	48,727,784	2.48	1,268
2007	50,824,739	2.18	1,180
2008	50,916,679	2.29	1,248
2009 <sup>(1)</sup>	50,916,679	2.41	1,290

<sup>(1)</sup> 12/31/09 balance is unknown at this time. Assumes balance is unchanged for the year.

**COMPUTATION OF NET DIRECT AND OVERLAPPING DEBT  
MARCH 15, 2010**

<u>Governmental Unit</u>	<u>Debt Outstanding As of March 15, 2010</u>	<u>Approximate Percentage Applicable</u>	<u>Milwaukee's Share of Debt As of March 15, 2010</u>
City of Milwaukee <sup>(1)</sup>	\$950,744,150	100.00%	\$950,744,150
Area Board of Vocational, Technical and Adult Education, District No. 9	73,275,000	38.49	28,203,548
County of Milwaukee <sup>(2)</sup>	666,783,652	46.78	311,921,392
Milwaukee Metropolitan Sewerage District <sup>(3)</sup>	858,864,669	50.21	431,235,950
<b>TOTAL NET DIRECT AND OVERLAPPING DEBT</b>	<b><u><u>\$2,549,667,471</u></u></b>		<b><u><u>\$1,722,105,040</u></u></b>

<sup>(1)</sup> Includes \$108 million general obligation debt outstanding, which financed Milwaukee Public Schools improvements. Figure includes the new issue, and excludes debt to be refunded and provisions for current year maturities.

<sup>(2)</sup> Includes approximately \$625,310,823 of low interest loans from the State of Wisconsin Clean Water Fund, supported by the full faith and credit of the MMSD.

**FUTURE FINANCING**

As of March 15, 2010, the City had \$648,402,598 authorized unissued general obligation debt, for various corporate and capital improvement purposes, which can be issued at any time. \$45 million of the authorized debt is for Qualified School Construction Bonds. In addition, the City has \$400,000,000 of unissued revenue anticipation borrowing authorized in the 2010 Budget.

The authorized unissued general obligation debt includes \$104 million for sewer purposes. The City intends to borrow as much as possible of that amount from the State of Wisconsin Clean Water Fund Program on a revenue bond basis. The borrowings from the Clean Water Fund program are not general obligation debt, but will be secured by revenues of the City's Sewerage System.

See "FINANCIAL INFORMATION — CITY CAPITAL IMPROVEMENTS PLAN" herein for information on potential future capital needs.

## COMMERCIAL PAPER PROGRAM

The City has authorized the issuance of Commercial Paper (“CP”) with the General Obligation Commercial Paper Promissory Notes, 2008 Program Series C2, Series R3, and Series T4 (Taxable) (the “Series C2 Notes”, “Series R3 Notes”, and “Series T4 Notes” respectively, and together, the “CP Notes”). Any combination of Series C2 Notes, Series R3 Notes, and Series T4 Notes, up to an aggregate total of \$125,000,000, is authorized to be outstanding at any time. The CP Notes are general obligation debt of the City and are additionally secured by a direct pay letter of credit from State Street Bank that expires on December 1, 2012. The CP Notes are authorized to be outstanding until January 31, 2018.

The CP Notes may be issued at any time for any purpose, including the purposes described in Future Financing above. The primary purpose of the CP Note program is to provide interim financing for expenditures pending the City’s next long-term financing. As of December 31, 2009, the City had \$98,000,000 of Series C2 Notes and \$2,000,000 of Series T4 Notes outstanding. All of the currently outstanding CP Notes are planned to be refunded into long-term debt with a portion of this issue and debt issued in February 2010.

## AUCTION RATE AND OTHER VARIABLE RATE EXPOSURE

The City has no outstanding Auction Rate securities. The City has no insured debt that has a put option. The City’s CP Notes are additionally secured by liquidity facilities provided by State Street Bank. The \$23,000,000 outstanding Series 2005 V8 is a 7-day variable rate demand bond secured by a Stand-By Bond Purchase agreement that expires on December 1, 2012. The CP Notes are secured by a direct pay letter of credit that expires on December 1, 2012.

In 2003, the Redevelopment Authority of the City of Milwaukee, on behalf of the MPS, issued \$130,850,000 of Taxable Pension Funding Bonds, 2003 Series D in Auction Rate Mode and insured by MBIA. In 2005, the 2003 Series D bonds were converted to Index Bonds (“IB”) whose interest rate is reset monthly to 1-month LIBOR + 25 basis points. The IB bond owners do not have an option to put the bonds. The 2003 Series D bonds also have an interest rate swap that pays MPS 1-month LIBOR + 20 basis points in exchange for a fixed rate of 5.56% paid by MPS, effectively converting the IB to a fixed rate with no basis risk. \$70,850,000 of the interest rate swaps were with Lehman Brothers Special Financing Inc. (“LBSF”), which filed for bankruptcy in September, 2008. As of November 1, 2009, the interest rate swaps with LBSF had a theoretical market value to MPS of \$-14.7 million (a negative dollar amount is the amount MPS would owe in the event of an early termination). The City is working with MPS to replace the interest rate swaps with LBSF.

## REVENUE BONDING

The City has issued revenue bonds for its Water and Sewerage Systems and has issued industrial revenue bonds on behalf of borrowers for eligible projects. Additionally, the Housing Authority of the City (the “Housing Authority”), the Redevelopment Authority of the City (the “Redevelopment Authority”), the Milwaukee Economic Development Corporation and related entities also have outstanding obligations. Collectively, the programs of the Housing and Redevelopment Authorities and Milwaukee Economic Development Corporation complement the City financed economic development projects and foster the same development objectives.

Water System Revenue Bonds, Series 1998 — In 1998, the City and the State of Wisconsin entered into a loan agreement under the State of Wisconsin Safe Drinking Water Loan Program. Subsidized loans are available for certain projects, are secured by revenues of the Milwaukee Water Works, and are repayable over a period of 20 years. As of December 1, 2009, the outstanding balance was \$9.4 million.

Sewerage System Revenue Bonds — In 2001, the City created the Sewerage System with the issuance of \$29,095,000 of Sewerage System Revenue Bonds, and in 2003, the City issued an additional \$33,885,000 of Sewerage System Revenue Bonds. As of December 31, 2009, total outstanding Sewerage System Revenue Bonds was \$48,115,000 with a final maturity in 2023.

In 2006, the City created the Sewerage System Second Lien Revenue Bonds for the purpose of borrowing from the State of Wisconsin Clean Water Fund Program. As of December 31, 2009, the City had \$48.0 million outstanding under the Program. The City hopes to satisfy as much as possible of its Sewerage System capital needs with borrowings under the Program. (See “FUTURE FINANCING”).

Industrial Revenue Bonding Program — The City has established guidelines relating to its Industrial Revenue Bonding Program. These guidelines establish criteria for IRB financing. The guidelines delineate that the primary goals of this program are to create additional tax base, additional jobs, or both.

Industrial land, buildings, and machinery and equipment used in the manufacturing process and pollution abatement equipment of new or expanding industries are eligible projects. Since the first IRB issue in 1973, the City has closed 125 issues amounting to approximately \$265 million. The City has no responsibility to either secure or redeem IRB debt, and thus neither guarantees nor lends its own credit to these obligations.

Housing Authority of the City of Milwaukee — Most of the Housing Authority bonds and notes are secured by a lien on all revenues of the Housing Authority Low Income Housing Program. The Housing Authority has also issued debt for “stand-alone” projects. The Housing Authority bonds and notes are limited obligations of the Housing Authority and are neither a general obligation of the City nor are they guaranteed by the City. As such, they are not backed by the general credit or taxing powers of the City.

Between the period 1983 and December 1, 2009 the Housing Authority issued revenue bonds of approximately \$149 million of which approximately \$9.5 million are still outstanding.

Redevelopment Authority of the City of Milwaukee — The Redevelopment Authority is a public body corporate and politic formed in 1958 by action of the Common Council of the City pursuant to the Section 66.1333 (formerly Section 66.431) of the Wisconsin Statutes, as supplemented and amended (“Redevelopment Authority Act”).

The Redevelopment Authority has as its purpose the carrying out of blight elimination, slum clearance and urban renewal programs and projects as set forth in the Redevelopment Authority Act, and is authorized under the Redevelopment Authority Act to issue revenue bonds for the financing of such programs and projects and to enter into revenue agreements to provide revenues for the payment of such revenue bonds.

Since its creation, the Redevelopment Authority has provided for the acquisition and improvement of a variety of industrial, commercial, housing and other revenue-producing projects, and, in some instances, has entered into revenue agreements for the financing thereof, pursuant to authorization contained in the Redevelopment Authority Act. In connection with the financing of a number of such projects, the Redevelopment Authority has issued revenue bonds under a number of authorizing resolutions and indentures, each of which contained separate terms and conditions relating to the respective issues of revenue bonds. In each instance, the bonds issued constitute limited obligations of the Redevelopment Authority, and do not constitute an indebtedness of the City or a charge against the City’s general credit or taxing power.

The majority of these issues are supported solely by the revenues of the various projects. While in each instance, the bonds issued constitute limited obligations of the Redevelopment Authority, and do not constitute an indebtedness of the City or a charge against the City’s general credit or taxing power, there are certain issues which involve contingent liabilities of the Redevelopment Authority and/or the City.

As of December 31, 2009, the Redevelopment Authority had outstanding: one bond issue with \$12,380,000 outstanding that have a Moral Obligation Pledge of the City; and \$276,324,122 in seven bond issues for MPS, one secured by a lease, and six secured by loan agreement, with the Milwaukee Board of School Directors (“MBSD”). These bonds do not constitute general obligations of the City, or of MBSD, and shall not constitute or give rise to a charge against the City’s, or MBSD’s, taxing powers. These pledges create only financial obligations of the City, or MBSD, which are subject to annual appropriation. The loan agreement with MBSD includes a pledge of certain state aid payable to MBSD.

The Redevelopment Authority has also issued debt payable from tax increment revenues. See (“TAX INCREMENT DISTRICT FINANCING” herein.)

Milwaukee Economic Development Corporation — As of December 31, 2008, the Milwaukee Economic Development Corporation, or through a related entity, funded loans for 1,045 small businesses and redevelopment projects utilizing \$223 million to leverage a total of \$1,124 million in investment. 887 loans have been enrolled in the Capital Access Program with covered loan amounts totaling \$44 million.

The Milwaukee Economic Development Corporation had notes and debentures payable under the Small Business Administration’s Section 503 and 504 loan programs in the amount of \$10 million as of December 31, 2008.

## **TAX INCREMENT DISTRICT FINANCING**

Five issues of the Redevelopment Authority and Housing Authority involving over \$60 million in bonds have financed projects located within tax increment districts (“TID”) of the City. The City has also financed public improvements and provided grants to the Redevelopment Authority for redevelopment purposes within such districts through the issuance of its general obligation bonds. As of December 31, 2009, \$164 million general obligation bonds for TID purposes was outstanding. Under current law, tax increments received by the City have been calculated based upon the assessed valuation and the applicable tax levy in the TID. The applicable tax levy includes the public school tax levy rate for Milwaukee Public Schools.

The Redevelopment Authority of the City has approximately \$42 million of debt secured by tax increment revenues. One of those issues, in the approximate amount of \$20 million, has the Moral Obligation Pledge of the City. That bond issue is in variable rate mode secured by a Letter of Credit (“LOC”). The LOC expires in May, 2010, and the bank has indicated that it will not be renewing the LOC. RACM and the City are working on alternatives for the financing. The remaining debt is owed to developers of projects within the TID, with no recourse to the City in the event that tax increment revenues are insufficient to repay the obligations. In 1996, the Wisconsin Legislature passed a property tax relief measure which increased the portion of statewide school revenues funded by State equalization aid to two-thirds from approximately one-half of all funds’ budgets. The 2010 Assessed Tax Rate for Milwaukee Public Schools is \$10.66 per thousand dollars of assessed value, down from \$15.70 in 1995 (amounts are net of the school state tax credit). As a result, tax increment revenues for certain TIDs received by the City have been, and are expected to continue to be, reduced and therefore have the impact of either increasing the time needed to recover incurred project costs, including future debt service requirements; reducing the funding of active and proposed TIDs; or may require the City to fund TID cash flow deficiencies with other City revenues. In connection with the change in the School Aid formula, the State Legislature extended the allowable life of all TIDs established before October 1, 1995 from a maximum 23 years to a maximum 27 years to accommodate the lower school property tax rate. Pursuant to 2003 Wisconsin Acts 126, 127, 194 and 231 (enacted in February through April 2004), the allowable life of TIDs created between September 30, 1995 and October 1, 2004 for blight elimination and rehabilitation purposes is 27 years. The maximum lives for TIDs created after September 30, 2004 is 27 years for blighted and rehabilitation TIDs, and 20 years for mixed-use TIDs and industrial TIDs, which, for industrial TIDs represents a reduction from 23 years, though the new law also makes them eligible for a three-year extension. Extensions are available under certain circumstances. In any year in which total TID debt service requirements for the ensuing year are greater than total tax increments received, the shortfall is funded by the City’s general property tax levy.

## **FINANCIAL INFORMATION**

### **BUDGETING**

Each department and agency prepares its own detailed estimate of needs for the ensuing fiscal year which is filed with the Mayor not later than the second Tuesday in May of each year, at which time the Comptroller submits his statement of anticipated non-property tax revenues in accordance with City Charter provisions. Under the City Charter, changes to these non-property tax revenue estimates can be made only by the Comptroller. The Mayor holds hearings on departmental spending requests during July and August at the times and places the Mayor or Common Council by ordinance directs. The Mayor submits a proposed budget to the Common Council on or before September 28th of each year. This budget includes the Comptroller’s anticipated non-property tax revenues. Subsequent to receipt of the budget by the Common Council, its Committee on Finance and Personnel reviews the Mayor’s proposed expenditure budget. The Mayor and Common Council hold a public hearing on the entire budget no later than the 30th day of October. The Common Council subsequently adopts a property tax levy, but cannot change the Comptroller’s anticipated revenues budget. The final budget must be adopted by the 14th of November. The City is under no State or local levy limits with respect to its General, Capital or Debt Service Funds.

## CITY CAPITAL IMPROVEMENTS PLAN

The City's 2009-2014 Capital Improvements Plan ("CIP") describes planned capital improvement projects and programs, together with proposed financing. Some school purpose improvements are financed by the City for the Milwaukee Public Schools, but are not included in the CIP.

The six-year City CIP municipal spending plan totals \$1,352 million. About \$867 million or 64% of planned spending is intended to preserve the City's existing infrastructure facilities (streets, sewers, alleys, bridges, etc.). The remaining 36% is for expansion purposes.

Surface transportation accounts for approximately 30% of the CIP, or about \$406 million. 31% (\$423 million) is planned for environmental projects including sewer and water improvements plus forestry and subsurface remediation projects. \$266 million of capital spending (20%) is planned for economic development projects. These projects are mainly Tax Incremental District related or Port of Milwaukee capital improvements. The remaining 19% (\$257 million) is planned for general governmental, health and safety, grant and aid, culture and recreation purposes.

The portion of the six-year CIP to be financed by the property tax levy totals about \$385 million (28%). This in turn is composed of direct tax levy funding of \$12 million (1%) and tax levy supported debt financing of \$373 million (27%). Cash revenues including Federal and State grants, developer financing and other sources, total \$358 million (27%) of planned CIP spending. An additional \$201 million (15%) is to be financed by City debt to be repaid with tax increment district revenues. The remaining \$407 million (30%) of the municipal purpose CIP is to be financed by self-supported debt issued for special assessments, water, sewer and parking purposes.

The Adopted 2010 Capital Improvements Budget totals \$178 million compared to a 2009 Budget of \$224 million and a 2010 CIP projection of \$228 million. Major categories include \$63 million of public works projects (streets, buildings, etc.), \$44 million of water and sewer projects, and \$39 million of economic development projects.

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**ADOPTED BUDGET - COMBINED REVENUES - 2010**

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Enterprise</u>	<u>Total</u>
<b>Taxes</b>						
Property Tax - General	\$89,998,860	—	\$69,118,480	\$793,000	—	\$159,910,340
Provision for Empl Retirement <sup>(1)</sup>	81,844,193	—	—	—	—	81,844,193
Common Council Cont	5,000,000	—	—	—	—	5,000,000
<b>Total Taxes</b>	<u>176,843,053</u>	<u>—</u>	<u>69,118,480</u>	<u>793,000</u>	<u>—</u>	<u>246,754,533</u>
<b>Revenues</b>						
Taxes	15,248,500	—	—	—	—	15,248,500
Licenses and Permits	12,754,420	—	—	—	—	12,754,420
Intergovernmental Revenues	271,915,149	76,117,944	—	—	—	348,033,093
Charges for Service	129,545,943	—	—	—	—	129,545,943
Fines and Forfeitures	5,255,000	—	—	—	—	5,255,000
Miscellaneous Revenues	3,864,700	15,000,000	—	—	—	18,864,700
Fringe benefits <sup>(2)</sup>	23,000,000	—	—	—	—	23,000,000
Parking	22,287,000	—	3,600,000	—	19,105,745	44,992,745
Water Works	3,000,000	—	4,725,049	—	83,136,951	90,862,000
Sewer Maintenance Fund	12,190,000	—	9,165,000	—	31,096,500	52,451,500
Retained Earnings	—	—	—	—	37,322,530	37,322,530
Sinking Fund	—	—	193,527,790	—	—	193,527,790
Special Assessments	—	9,072,755	—	770,000	—	9,842,755
Capital Revenue	—	—	—	22,429,125	—	22,429,125
<b>Total Revenues</b>	<u>499,060,712</u>	<u>100,190,699</u>	<u>211,017,839</u>	<u>23,199,125</u>	<u>170,661,726</u>	<u>1,004,130,101</u>
<b>Tax Stabilization</b>						
Transfer from Reserves	13,070,000	—	—	—	—	13,070,000
<b>Sale of Bonds and Notes</b>						
Bonds and Notes	—	—	—	97,351,903	22,287,000	119,638,903
<b>Grand Total</b>	<u>\$688,973,765</u>	<u>\$100,190,699</u>	<u>\$280,136,319</u>	<u>\$121,344,028</u>	<u>\$192,948,726</u>	<u>\$1,383,593,537</u>

<sup>(1)</sup> Includes employer and employee pension contributions and City employers' share of FICA.

<sup>(2)</sup> For budgeting purposes, Fringe Benefits are used as an offset against expenditures since these costs are budgeted twice, both as a lump sum and as individual departmental expenditures.

**ADOPTED BUDGET – COMBINED APPROPRIATIONS – 2010**

	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Total
Administration, Dept of	\$8,426,553	—	—	\$949,400	—	\$9,375,953
Assessor's Office	4,278,246	—	—	—	—	4,278,246
City Attorney	6,783,737	—	—	—	—	6,783,737
City Treasurer	2,951,830	—	—	—	—	2,951,830
Common Council - Clerk	7,858,707	—	—	—	—	7,858,707
Municipal Court	3,379,436	—	—	334,000	—	3,713,436
Comptroller	5,066,065	—	—	—	—	5,066,065
Dept of City Development	3,946,428	—	—	39,402,543	—	43,348,971
Election Commission	2,064,779	—	—	—	—	2,064,779
Employee Relations, Dept of	4,647,890	—	—	—	—	4,647,890
Fire and Police Commission	970,473	—	—	—	—	970,473
Fire Department	99,820,902	—	—	4,056,000	—	103,876,902
Health Department	12,228,339	—	—	100,000	—	12,328,339
Library Board	20,133,502	—	—	4,075,000	—	24,208,502
Mayor's Office	1,099,265	—	—	—	—	1,099,265
Neighborhood Services	14,117,724	—	—	76,141	—	14,193,865
Police Department	216,874,086	—	—	4,188,000	—	221,062,086
Port of Milwaukee	4,890,227	—	—	—	—	4,890,227
DPW-Administration	4,634,569	—	—	500,000	—	5,134,569
DPW-Infrastructure	33,656,488	—	—	36,107,500	—	69,763,988
DPW-Operations	70,533,610	—	—	15,220,444	—	85,754,054
Water Works	—	—	4,725,049	—	114,737,755	119,462,804
Sewer Maintenance Fund	—	—	9,165,000	—	52,455,755	61,620,755
Special Purpose Accounts	156,465,931	—	—	—	—	156,465,931
Pension Funds	116,371,933	—	—	—	—	116,371,933
Debt Service - City	—	—	245,052,341	—	—	245,052,341
Debt Service - Schools	—	—	17,593,929	—	—	17,593,929
Contingency	5,000,000	—	—	—	—	5,000,000
Delinquent Tax Fund	—	15,000,000	—	—	—	15,000,000
Parking	—	—	3,600,000	—	25,755,216	29,355,216
Grant & Aid Fund	—	76,117,944	—	—	—	76,117,944
Special Capital Projects	—	—	—	16,335,000	—	16,335,000
Economic Development	—	9,072,755	—	—	—	9,072,755
Fringe Benefit Offset <sup>(1)</sup>	(117,226,955)	—	—	—	—	(117,226,955)
<b>Grand Total</b>	<b>\$688,973,765</b>	<b>\$100,190,699</b>	<b>\$280,136,319</b>	<b>\$121,344,028</b>	<b>\$192,948,726</b>	<b>\$1,383,593,537</b>

<sup>(1)</sup>For budgeting purposes, Fringe Benefits are used as an offset against expenditures since these costs are budgeted twice, both as a lump sum and as individual departmental expenditures.

**BUDGETARY COMPARISON SCHEDULE - GENERAL FUND**  
**FOR THE YEARS ENDING DECEMBER 31, 2004 THROUGH 2008**  
(Thousands of Dollars)

<b>Revenues:</b>	2004	2005	2006	2007 <sup>(1)</sup>	2008
Property Taxes	129,120	135,610	141,102	137,253	141,573
Other Taxes	3,563	3,709	5,202	5,311	4,839
Licenses and Permits	11,530	13,374	13,729	13,704	12,918
Intergovernmental	273,865	272,875	272,417	272,539	271,100
Charges for Services	60,825	63,410	73,528	76,496	86,410
Fines and Forfeitures	5,647	5,893	5,541	5,800	5,277
Other	8,108	12,179	17,353	18,883	12,864
<b>TOTAL GENERAL FUND REVENUES</b>	<b>492,658</b>	<b>507,050</b>	<b>528,872</b>	<b>529,986</b>	<b>534,981</b>
Tax Stabilization Fund Withdrawals	16,870	16,621	16,328	23,175	29,457
Other Financing Sources and Equity					
Transfers (Net)	34,913	39,444	37,761	43,224	44,466
<b>TOTAL GENERAL FUND REVENUES TAX STABILIZATION FUND WITHDRAWALS AND OTHER FINANCING SOURCES</b>	<b>544,441</b>	<b>563,115</b>	<b>582,961</b>	<b>596,385</b>	<b>608,904</b>
<b>Expenditures:</b>					
General Government	179,542	180,590	178,004	201,021	199,004
Public Safety	231,371	248,366	250,672	257,137	266,370
Public Works	89,562	89,180	86,482	93,956	103,149
Health	10,724	10,656	10,428	10,359	10,118
Culture and Recreation	17,822	16,744	17,882	17,548	16,782
Conservation and Development	3,495	2,767	3,217	3,279	3,456
<b>TOTAL EXPENDITURES</b>	<b>532,516</b>	<b>548,303</b>	<b>546,685</b>	<b>583,300</b>	<b>598,879</b>
<b>SOURCES OVER (UNDER) EXPENDITURES</b>	<b>11,925</b>	<b>14,812</b>	<b>36,276</b>	<b>13,085</b>	<b>10,025</b>
Fund Balance - January 1 (excludes reserved for use during the year)	75,111	70,415	68,899	82,000	61,396
Fund Balance - December 31	87,036	85,227	105,175	95,085	71,421
Fund Balance Components:					
Reserved for Encumbrances & Carryovers	30,288	16,382	15,616	21,376	22,865
Reserved for Inventory	5,684	5,095	6,886	6,252	7,248
Reserved for Mortgage Trust	282	297	280	218	173
Reserved for Environmental Remediation	303	303	303	303	303
Reserved for Next Year's Budget	16,621	16,328	23,175	29,457	22,379
Reserved for Subsequent Years' Budget	33,858	46,822	58,915	37,479	18,453
<b>TOTAL FUND BALANCE</b>	<b>87,036</b>	<b>85,227</b>	<b>105,175</b>	<b>95,085</b>	<b>71,421</b>

<sup>(1)</sup> In 2007, balances presented on a Budget Basis do not match balances presented on a Generally Accepted Accounting Principles ("GAAP") basis due to borrowing for certain expenditures authorized in the current fiscal year but not completed until the subsequent fiscal year. Budget Basis recognizes the revenues and expenditures in the same fiscal year, whereas GAAP does not recognize the revenues until the year the borrowing actually occurs. On a GAAP basis, the balances for "Reserve for Subsequent Years' Budget" and "Total Fund Balance" in 2007 were \$33,247 and \$90,853, respectively.

CITY OF MILWAUKEE  
GENERAL FUND - PROJECTED CASHFLOW SUMMARY  
(MILLIONS OF DOLLARS)  
JANUARY 1, 2010 TO DECEMBER 31, 2010

	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<b>BALANCE</b>	<b>77.217</b>	<b>86.366</b>	<b>11.097</b>	<b>(16.905)</b>	<b>98.262</b>	<b>58.422</b>	<b>0.810</b>	<b>67.443</b>	<b>55.521</b>	<b>29.988</b>	<b>4.523</b>	<b>170.235</b>	
<b>RECEIPTS</b>													
Property Taxes	2.330	7.097	6.301	3.300	5.987	6.973	54.333	10.096	13.321	12.744	1.851	79.555	203.888
State Aids													
Shared Revenue	-	-	-	-	-	-	42.201	-	-	-	194.013	-	236.214
Highway Aids	6.651	-	-	6.651	-	-	7.338	-	-	6.650	-	-	27.290
Payment Muni. Services	-	1.975	-	-	-	-	-	-	-	-	-	-	1.975
Computer Exemption Aid	-	-	-	-	-	-	2.800	-	-	-	-	-	2.800
Other	11.957	14.244	10.482	8.547	10.474	6.025	10.330	10.880	9.393	8.580	11.851	24.315	137.078
Delinquent Taxes Transfer	29.866	-	-	-	-	-	-	-	-	-	-	-	29.866
Pension Fees	-	3.981	1.990	1.990	1.990	1.990	1.991	1.990	1.990	1.990	1.990	1.991	23.883
City Services Fees	3.235	3.062	2.765	2.087	2.288	2.150	2.082	2.408	2.214	2.982	4.426	4.135	33.834
City PILOTS (Major)	-	-	-	-	-	-	-	-	-	-	-	11.205	11.205
Parking Transfers	-	-	-	-	-	10.768	-	-	-	-	-	10.769	21.537
Summerfest Lease	-	-	-	-	-	-	-	-	-	-	-	1.472	1.472
Street Sweeping	-	-	-	-	-	6.000	-	-	-	-	-	6.190	12.190
Vehicle Registration Fee	-	-	-	-	-	-	0.467	0.467	0.467	0.467	0.467	0.467	2.802
Potawatomi PILOT	-	-	-	-	-	-	-	5.550	-	-	-	-	5.550
Year End Transfers	56.620	-	-	-	-	-	-	-	-	-	-	-	56.620
Note Proceeds <sup>(1)</sup>	-	-	-	147.000	-	-	-	-	-	-	-	-	147.000
<b>TOTAL RECEIPTS</b>	<b>110.659</b>	<b>30.359</b>	<b>21.538</b>	<b>169.575</b>	<b>20.739</b>	<b>33.906</b>	<b>121.542</b>	<b>31.391</b>	<b>27.385</b>	<b>33.413</b>	<b>214.598</b>	<b>140.099</b>	<b>955.204</b>

<sup>(1)</sup>Includes delinquent tax financing portion of the G.O. Notes.

Maximum deficit occurs in July and November.

CITY OF MILWAUKEE  
GENERAL FUND - PROJECTED CASHFLOW SUMMARY (MILLIONS OF DOLLARS)  
(MILLIONS OF DOLLARS) (CONTINUED)  
JANUARY 1, 2010 TO DECEMBER 31, 2010

	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<b>DISBURSEMENTS</b>													
Salaries & Benefits	35.911	47.562	41.536	41.846	52.948	38.684	42.533	38.339	35.884	45.957	39.037	43.689	503.926
Services & Supplies	16.499	20.006	8.004	12.562	7.631	4.601	12.376	4.974	17.034	12.921	9.849	3.437	129.894
Employer Pension Contribution	49.100	-	-	-	-	-	-	-	-	-	-	-	49.100
Purchase Tax Delinquents	-	38.060	-	-	-	-	-	-	-	-	-	-	38.060
Contractual Tax Payment	-	-	-	-	-	48.233	-	-	-	-	-	-	48.233
Year End Transfers	-	-	-	-	-	-	-	-	-	-	-	32.000	32.000
Note Principal Repayment	-	-	-	-	-	-	-	-	-	-	-	147.000	147.000
<b>TOTAL DISBURSEMENTS</b>	<b>101.510</b>	<b>105.628</b>	<b>49.540</b>	<b>54.408</b>	<b>60.579</b>	<b>91.518</b>	<b>54.909</b>	<b>43.313</b>	<b>52.918</b>	<b>58.878</b>	<b>48.886</b>	<b>226.126</b>	<b>948.213</b>
<b>BALANCE</b>	<b>86.366</b>	<b>11.097</b>	<b>(16.905)</b>	<b>98.262</b>	<b>58.422</b>	<b>0.810</b>	<b>67.443</b>	<b>55.521</b>	<b>29.988</b>	<b>4.523</b>	<b>170.235</b>	<b>84.208</b>	

CITY OF MILWAUKEE  
GENERAL FUND  
PROJECTED SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2010  
(MILLIONS OF DOLLARS)

Month Ending	Beginning Cash Balance (Deficit)	Receipts	Disbursements	Ending Cash Balance (Deficit)	Ending Cash Balance Including Cash Flow Borrowing
January	\$77.217	\$110.659	\$101.510	\$86.366	\$86.366
February	86.366	30.359	105.628	11.097	11.097
March	11.097	21.538	49.540	(16.905)	(16.905)
April	(16.905)	22.575	54.408	(48.738)	98.262 <sup>(1)</sup>
May	(48.738)	20.739	60.579	(88.578)	58.422
June	(88.578)	33.906	91.518	(146.190)	0.810
July	(146.190)	121.542	54.909	(79.557)	67.443
August	(79.557)	31.391	43.313	(91.479)	55.521
September	(91.479)	27.385	52.918	(117.012)	29.988
October	(117.012)	33.413	58.878	(142.477)	4.523
November	(142.477)	214.598	48.886	23.235	170.235
December	23.235	<u>140.099</u>	<u>79.126</u>	84.208	84.208
		<u><u>\$808.204</u></u>	<u><u>\$801.213</u></u>		

<sup>(1)</sup> Cash Flow Note Principal received

CITY OF MILWAUKEE  
GENERAL FUND  
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2009  
(MILLIONS OF DOLLARS)

Month Ending	Beginning Cash Balance (Deficit)	Receipts	Disbursements	Ending Cash Balance (Deficit)
January	\$74.649	\$107.334	\$60.591	\$121.392
February	121.392	29.213	104.318	46.287
March	46.287	24.890	49.020	22.157
April	22.157	141.844 <sup>(1)</sup>	53.843	110.158
May	110.158	18.154	60.062	68.250
June	68.250	23.496	89.722	2.024
July	2.024	113.112	54.345	60.791
August	60.791	26.719	42.823	44.687
September	44.687	28.058	52.309	20.436
October	20.436	30.751	58.310	(7.123)
November	(7.123)	218.784	55.173	156.488
December <sup>(2)</sup>	156.488	140.001	219.272 <sup>(3)</sup>	77.217
		<u>\$902.356</u>	<u>\$899.788</u>	

Notes:

<sup>(1)</sup> Cash Flow Note principal received

<sup>(2)</sup> Estimated

<sup>(3)</sup> Cash Flow Note principal repaid

**CITY OF MILWAUKEE**  
**SCHEDULE OF CASH AND INVESTMENT**  
**BALANCES - ALL FUNDS**  
**2009**  
**(MILLIONS OF DOLLARS)**

Month Ending	General Fund <sup>(1)</sup>	Other Governmental Funds	Enterprise Funds	Trust and Agency Funds <sup>(2)</sup>	Total
January	\$121.392	\$212.331	\$39.342	\$198.083	\$571.148
February	\$46.287	194.709	47.736	50.472	339.204
March	\$22.157	244.122	50.703	69.882	386.864
April	\$110.158	204.432	51.178	185.266	551.034
May	\$68.250	238.325	46.072	81.143	433.790
June	\$2.024	224.910	47.224	56.694	330.852
July	\$60.791	223.052	42.845	(5.022)	321.666
August	\$44.687	210.226	41.214	(19.591)	276.536
September	\$20.436	169.455	41.667	207.195	438.753
October	(\$7.123)	164.189	40.448	83.168	280.682
November	\$156.488	172.804	24.923	41.810	396.025
December (estimate)	\$77.217	121.608	(15.271)	435.593	619.147

<sup>(1)</sup> Balances include Cash Flow Note proceeds and repayment

<sup>(2)</sup> Agency Funds includes Milwaukee Public Schools.

This schedule excludes Cash & Investment balances for Housing Authority, Redevelopment Authority, Milwaukee Economic Development Corp., and the Neighborhood Improvement Development Corp.



CITY OF MILWAUKEE  
 PROJECTED SCHEDULE OF CASH AND INVESTMENT  
 BALANCES - ALL FUNDS  
 2010  
 (MILLIONS OF DOLLARS)

Month Ending	General Fund <sup>(1)</sup>	Other Governmental Funds	Enterprise Funds	Trust and Agency Funds <sup>(2)</sup>	Total
January	\$86.366	\$206.652	\$53.827	\$199.754	\$546.599
February	11.097	175.910	66.354	60.976	314.337
March	(16.905)	177.419	67.453	74.478	302.445
April	98.262	209.422	68.498	197.323	573.505
May	58.422	204.809	69.642	86.598	419.471
June	0.810	183.686	70.427	57.998	312.921
July	67.443	189.869	76.639	(8.025)	325.926
August	55.521	174.288	77.027	(23.238)	283.598
September	29.988	139.778	75.441	219.748	464.955
October	4.523	134.421	75.834	87.340	302.118
November	170.235	129.902	66.613	43.249	409.999
December	84.208	152.600	42.055	441.707	720.570

<sup>(1)</sup> Balances include Cash Flow Note proceeds and repayment

<sup>(2)</sup> Agency Funds includes Milwaukee Public Schools.

This schedule excludes Cash & Investment balances for Housing Authority, Redevelopment Authority, Milwaukee Economic Development Corp., and the Neighborhood Improvement Development Corp.

**CITY OF MILWAUKEE**  
**ASSESSED AND EQUALIZED VALUATIONS**

	Year 2005 For 2006 Purposes	Year 2006 For 2007 Purposes	Year 2007 For 2008 Purposes	Year 2008 For 2009 Purposes	Year 2009 For 2010 Purposes
Real Property					
Residential	\$16,093,549,640	\$18,211,503,605	\$18,753,914,925	\$19,173,232,823	\$17,743,825,065
Industrial (Manufacturing)	721,966,100	740,265,100	726,692,200	772,959,900	732,007,800
Mercantile (Commercial)	7,566,086,684	8,498,282,646	8,950,205,395	9,483,547,328	9,485,580,238
Total Real Property	\$24,381,602,424	\$27,450,051,351	\$28,430,812,520	\$29,429,740,051	\$27,961,413,103
Personal Property	830,118,862	904,900,490	943,560,442	1,001,936,153	983,160,269
Total Assessed Valuations	\$25,211,721,286	\$28,354,951,841	\$29,374,372,962	\$30,431,676,204	\$28,944,573,372
Equalized Valuation as determined by the State Department of Taxation is the basis used in computing the 7% statutory debt limitation of the City of Milwaukee	\$26,256,713,800	\$30,226,985,500	\$31,887,192,100	\$32,257,525,000	\$31,266,329,200
Ratio of Assessed to Equalized Valuation	96.02%	94.05%	92.12%	94.34%	92.57%

**CITY OF MILWAUKEE**  
**ASSESSED TAX RATES**  
(Per \$1,000 of Assessed Valuation)

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Unit of Government					
City Government	\$8.75	\$7.99	\$8.01	\$8.09	\$8.89
Milwaukee Public Schools	8.79	8.04	8.84	9.82	10.66
Milwaukee County	4.63	4.37	4.41	4.38	4.66
Milwaukee Area Technical College	1.96	1.89	1.92	1.94	2.06
Milwaukee Metropolitan Sewerage District	1.48	1.39	1.39	1.37	1.43
Gross Tax Rate Per \$1,000	<u>25.61</u>	<u>23.68</u>	<u>24.57</u>	<u>25.60</u>	<u>27.70</u>
Less: State Tax Credit	<u>(\$1.11)</u>	<u>(\$1.27)</u>	<u>(\$1.43)</u>	<u>(\$1.57)</u>	<u>(\$1.72)</u>
Net Tax Rate	<u><u>\$24.50</u></u>	<u><u>\$22.41</u></u>	<u><u>\$23.14</u></u>	<u><u>\$24.03</u></u>	<u><u>\$25.98</u></u>

**CITY OF MILWAUKEE**  
**PROPERTY TAX LEVIES AND COLLECTIONS**  
(\$ Amounts in Thousands)

Budget <u>Year</u>	<u>Taxes Levied for the Fiscal Year</u>			<u>Cumulative Collected in Subsequent Years</u>	
	<u>Levy</u>	<u>Collections</u>	<u>% of Levy</u>	<u>Amount</u>	<u>% Collected</u>
2004	\$240,643	\$235,012	97.66%	\$5,319	99.87%
2005	248,267	242,587	97.71	5,111	99.77
2006	261,685	255,818	97.76	5,184	99.74
2007	265,319	257,350	97.00	5,709	99.15
2008	286,180	277,119	96.83	0	96.83

## **COLLECTION PROCEDURES**

If no payment of property taxes is received in January, the taxes become delinquent as of February 1<sup>st</sup>. If the taxes are not paid when due under the 10-month installment plan, they become delinquent for legal purposes on November 15<sup>th</sup>.

A letter is mailed to the taxpayer shortly after February 1st, telling of the delinquency and suggesting partial payments if full payment cannot be made. As directed by Chapter 74 of the Wisconsin Statutes interest at the rate of 1 percent per month is charged from the preceding January 1st. Periodic follow-up letters continue to be mailed.

Taxpayers are given every opportunity to pay their delinquent taxes and satisfactory agreements are arranged to bring this about. If a property owner continues to remain delinquent and the Treasurer's Office is unable to reach an arrangement by which the owner will pay the taxes, the Treasurer's Office starts foreclosure proceedings. The City enforces its own delinquent tax collections.

Taxes are foreclosed under Section 75.521 of the Wisconsin Statutes, which permits a legal action to be commenced one year from the date of delinquency. An exception to this provision is that legal action on owner occupied dwellings may be deferred up to two years if authorized by Common Council action.

The rate of current tax collections continues at an historically high level. Current collections for 2008 were approximately 96.8 percent of the total tax levied.

## **INSURANCE**

The City has property insurance with the State of Wisconsin Local Government Property Insurance Fund. This insurance is subject to a \$25,000 deductible. The City is uninsured for liability. Under Wisconsin law, the City's exposure in tort liability is limited to \$50,000 in non-automobile cases and \$250,000 in automobile cases. The City does carry a wharfinger's liability policy on its port with coverage up to \$10 million and a deductible of \$500,000. The City follows a policy of requiring contract service providers to provide the City with indemnification and insurance as may be deemed appropriate by the City.

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## PENSION SYSTEM

### EMPLOYEES' RETIREMENT SYSTEM

The Employees' Retirement System ("System") of the City is established pursuant to Section 36 of the Milwaukee City Charter.

Membership in the System consists of specified classes of part-time and all full-time municipal employees including elected officials. Persons employed as teachers are specifically excluded from membership. Membership in the System totals 11,737 active and 4,147 vested, inactive members at December 31, 2007. There were 10,984 retirees and beneficiaries receiving benefits as of December 31, 2007.

Funding of the System, a defined benefit plan, is derived from employee and employer contributions. Current employee contributions to the System are based on a percentage of compensation as follows:

General Municipal <sup>(1)</sup>	5.5%
Elected Officials	7.0%
Police	7.0%
Fire	7.0%

<sup>(1)</sup> Including non-certified School Board, Milwaukee Area Technical College, and all Milwaukee Metropolitan Sewerage District and Wisconsin Center District employees.

The City pays the employee's share of the pension contributions as well as the employer's share of pension contributions, which are actuarially determined based upon normal cost and amortization of past service liability. The actuarial cost method for determining these items was changed from the "aggregate cost method" to the "projected unit credit method" as of January 1, 1995.

For the year ended December 31, 2008, required member contributions totaled \$33.9 million and required employer contributions totaled zero dollars. As of December 31, 2008, Net Assets Held in Trust for Pension Benefits totaled \$3.4 billion, compared to \$5.2 billion on December 31, 2007. This decrease is primarily due to relatively unfavorable conditions in most of the financial markets during 2008. Total Assets Under Management as of September 30, 2009 were \$3.9 billion.

The Milwaukee City Charter requires that an actuarial study of the System be performed at least once every five (5) years for the purpose of reviewing assumptions. The last actuarial study was completed by Buck Consultants covering experience from January 1, 2002 to December 31, 2006.

The latest actuarial valuation was as of January 1, 2009 and showed an Accrued Liability of \$4.113 billion, Market Value of Assets of \$3.400 billion, and a Funded Ratio Based on Market Value of Assets of 82.7%. On January 1, 2008, the amounts were \$3.958 billion, \$5.232 billion, and 132.2%, respectively.

The Governmental Accounting Standards Board ("GASB") Statement No. 25 Disclosure of "Schedule of Funding Progress" indicates an Actuarial Value of Assets of \$5.192 billion as of January 1, 2008 and an Actuarial Accrued Liability of \$3.958 billion as of that date. This results in a Funded Ratio of 131.2%.

## **FIREMEN'S ANNUITY AND BENEFIT FUND**

The Firemen's Annuity and Benefit Fund was established in 1923 pursuant to Chapter 423 of the 1923 Laws of Wisconsin. In 1947, the Firemen's Annuity and Benefit Fund was closed to new entrants. The final pre-1947 member retired in 1989.

The Principal Mutual Life Insurance Company made a proposal to provide annuities guaranteeing benefit payments to entrants and widows, exclusive of duty disability benefits, beginning in February 1990 in consideration of a single premium payment on January 31, 1990, in the amount of \$20,419,207. The Retirement Board of the Firemen's Annuity and Benefit Fund and the Common Council authorized acceptance of the proposal and payment of the required premium on December 19, 1989. The Retirement Board and the Firemen's Annuity and Benefits Fund ceased to exist. The City will be liable to pay retirement benefits if the insurance company defaults on its obligations under the policy.

## **POLICEMEN'S ANNUITY AND BENEFIT FUND**

As of January 3, 2006, the Policemen's Annuity and Benefit Fund board has been dissolved and the Fund is being administered by the Employees' Retirement System.

## **OTHER POST-EMPLOYMENT BENEFITS**

According to the City's Comprehensive Annual Financial Report ("CAFR"), the Governmental Accounting Standards Board ("GASB") issued Statement No. 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions effective for fiscal year 2007. This Statement requires the City to account for and report the value of its future other post-employment benefits ("OPEB") obligation currently rather than on a pay-as-you-go basis. The actuarially required contribution ("ARC") is \$73.1 million. The City's total annual OPEB pay-as-you-go obligation is \$32.9 million, which increases the net OPEB obligation for 2008 at \$340.2 million. Please see the CAFR at [www.milwaukee.gov](http://www.milwaukee.gov) for more information.

## **LEGAL MATTERS**

### **LITIGATION STATEMENT**

The City, its boards, officers and employees, have been defendants in numerous lawsuits over the years. Experience has shown that a relatively small number of suits commenced are reduced to judgment. The City does not carry a blanket policy of insurance against tort liability. In addition, Section 893.80 of the Wisconsin Statutes limits the amount recoverable against a political corporation, its officers, officials or employees for acts done in their official capacity to \$50,000 in tort liability for non-automobile cases and \$250,000 in automobile cases.

The City Attorney's office has reviewed the status of pending or threatened litigation, claims and assessments to which the office has devoted substantive attention in the form of legal consultation or representation and which individually represent maximum potential loss exposure in excess of \$1 million, existing on March 1, 2010.

***Kaye v. City of Milwaukee, et al.*** Kaye, a real estate developer, brought this case against the City, its Redevelopment Authority, other agencies, City and Redevelopment officials and employees under the Racketeer Influenced Corrupt Organizations Act, 18 U.S.C. § 1961, *et. seq.*, and the Wisconsin Organized Crime Control Act, Wis. Stat. §946.80, *et. seq.*

Kaye's complaint alleges he attempted to bid on certain real property then owned by the City and located at 1152-1158 Kane Place. His bid was not considered, because the property had been "promised" to Ms. Kohler, who was then Vice Chair of the City Planning Commission. He claims that the City, and specifically the Redevelopment Authority, made special exceptions to bid, sale, zoning and other requirements for Ms. Kohler due to her status as a public official. Specifically, he alleges that Ms. Kohler, in her capacity as Vice Chair of the City Planning Commission, agreed with Mr. Fowler, then a Redevelopment Authority Commissioner, to "swap" the Kane Place property for another parcel of property located at 2951-2965 N. Humboldt Avenue. As a quid pro quo for Mr. Fowler approving the Redevelopment Authority's sale of the Kane Street property to Ms. Kohler, she, through the City Planning Commission, approved the sale of the Humboldt Avenue property to Alterra Coffee Roasters, Inc., a company in which Mr. Fowler is a principal shareholder.

Kaye further alleges that, around this same time, Alderman D'Amato, the East Village Association, Inc. ("EVA"), and certain private citizens, including Ms. Kohler, were seeking enactment of an ordinance that would establish a "Conservation District Overlay" over a portion of the Third Aldermanic District. The conservation district would limit the types of real estate development that could occur therein. The conservation district was opposed by the plaintiff and others. As part of their opposition efforts, Kaye and others became members of the EVA and sought to elect their own slate of directors. He alleges that Alderman D'Amato, Ms. Kohler, and the then-officers of EVA engaged in a fraudulent scheme to manipulate the EVA election in order to retain control of the board from opponents of the conservation district. He alleges that the opposition members were permitted to believe that the election would be conducted by a simple majority vote. At the time of the election, however, the opposition members were informed for the first time that a new voting method, a variant of cumulative voting that emphasized voting coalitions, would be used. The existing officers and directors of the EVA, along with Alderman D'Amato and Ms. Kohler, were able to organize a voting coalition, including by means of e-mail, which plaintiff alleges to have been an act of wire fraud. The opposition members, surprised by the change in voting method, could not organize in time and were unsuccessful in wresting control of the EVA board.

Kaye also alleges that citizens opposing the conservation district placed yard signs expressing that opposition in various places in the Third Aldermanic District. Plaintiff alleges that Alderman D'Amato (or one of his aides, the complaint conflicts itself on this point) removed such a sign from the property of Jill Bondar, one of the leaders of the opposition group. Kaye further alleges that Alderman D'Amato left Ms. Bondar a voice mail in which he implicitly threatened criminal prosecution for her conduct and that of other members of the opposition group in putting up the yard signs.

According to Kaye, the allegations plead predicate acts of racketeering sufficient to allege that the defendants violated both RICO, the Racketeer Influenced Corrupt Organizations Act, 18 U.S.C. § 1961, *et. seq.*, and the Wisconsin Organized Crime Control Act, Wis. Stat. § 946.80, *et. seq.* Plaintiff asserts claims under 18 U.S.C. §§ 1962(b), (c) and (d). Section 1962(b) makes it unlawful for any person to acquire or maintain any interest in or control of any "enterprise" through a "pattern of racketeering." Section 1962(c) makes it unlawful to conduct or participate in the affairs of an "enterprise" through a "pattern of racketeering." Section 1962(d) makes it unlawful to conspire to violate RICO. The complaint asks for over \$5,000,000 in compensatory and punitive damages.

The attorneys for the City and the other defendants moved to dismiss the complaint for failure to state a claim upon which relief can be granted, which was granted by the court. Mr. Kaye has appealed that decision to the United States Court of Appeals for the Seventh Circuit. The Court of Appeals sent the case back to the District Court to enter a final order.

The district court entered an order dismissing his case without prejudice and permitting Kaye 30 days to file an amended complaint. That order was signed on February 13, 2008. Kaye filed an amended complaint, which the court again dismissed. On January 13, 2009, Kaye filed an appeal. On February 3, 2009, the District court entered an order against Kaye dismissing the appeal and awarding attorney's fees and expenses to Ms. Kohler, Mr. Fowler, and Mr. D'Amato pursuant to Fed. R. Civ. P. 11. Mr. Kaye appealed this order to the United States Court of Appeals for the Seventh Circuit. On December 4, 2009, the Seventh Circuit affirmed the judgment of the district court and on December 16, 2009, Mr. Kaye filed a petition for rehearing with the Seventh Circuit. On January 13, 2010, the Seventh Circuit returned the case to the District Court for a decision regarding sanctions against Mr. Kaye. Mr. Kaye has 90 days to appeal the Seventh Circuit's decision to the United States Supreme Court.

***Milwaukee Police Supervisors Organization (MPSO) v. City of Milwaukee and the Milwaukee Employees' Retirement System (ERS)***. This case is a clone of an earlier case that was filed and subsequently voluntarily dismissed. That case was brought by the Milwaukee Police Association (MPA represents police officers; the MPSO represents police supervisors.) The MPA case alleged that the ERS was prohibited by City Ordinance from spending more than \$3 million to purchase and install a computer information system. The suit alleged that the City was liable to pay any of those expenses in excess of \$3 million. It is estimated that the total cost of the ERS information system is approximately \$25 million. The dispute in the case was over the interpretation of a section of the City ordinance that transferred all administrative, operational, and investment expenses from the City to the ERS. This change was made as a part of a larger settlement of various disputes between the City and the MPA called the Global Pension Settlement. The MPA voluntarily dismissed the lawsuit in 2005. The MPSO has filed this lawsuit making the same allegations. Another union, the Association of Law Enforcement Allied Services Personnel (ALEASP) has joined this lawsuit as a plaintiff. Both the City and the ERS view the allegations as without merit and are vigorously defending the lawsuit. Discovery continues. On November 11, 2009, each defendant filed its motion for summary judgment. Hearing on the motions is scheduled for April 14, 2010.

***Frank Jude, Jr., et al. v. City of Milwaukee, et al.*** On October 24, 2004, Frank Jude, Jr. attended a party hosted by a Milwaukee police officer and attended by a number of other off-duty police officers. At some point, a number of the off-duty officers became involved in an altercation with Mr. Jude. Jude claims that he was beaten for no reason. He suffered severe

injuries. The officers claim that they became involved with Jude only after they suspected that he had stolen a badge from one of them. They also claim that Jude resisted their efforts to obtain physical control of him. On-duty police officers were also called to the scene and Jude claims that they, too, used excessive force on him and failed to stop the use of excessive force by those off-duty officers who were striking Mr. Jude. In addition to issues concerning the cause of the altercation, its actual participants, and its course, there is a substantial question of whether the off-duty and on-duty officers involved in the matter were acting within the scope of their employment. Mr. Jude's complaint also alleges that the City is directly liable under a theory that the City violated his constitutional rights by, among other things, condoning a culture where officers were cavalier in their conduct.

The police chief fired most of the officers involved in the incident. The county prosecutor charged three of the off-duty officers with crimes, but in April, 2006, two were found not guilty and the jury could not reach a final verdict as to the battery charge against the third officer. The third officer was subsequently convicted in an unrelated case of making a bomb threat against his former police district station. The District Attorney did not retry the third officer on the battery charge. Federal authorities also reviewed the matter and indicted seven of the off-duty officers and one of the on-duty officers with federal civil rights crimes. The federal authorities entered into plea agreements with one of the on-duty officers and three of the off-duty officers. The officers agreed to plead guilty to civil rights violations and all of them but one to testify against the other officers in the government's case. The four remaining officers went to trial in July, 2007. Three of the officers were found guilty and one was acquitted.

Four lawsuits have been filed relative to this matter. Mr. Jude and his wife sued the City and several individuals relative to his beating. The City has settled with three other individuals who attended the party with Mr. Jude and alleged that they were unlawfully arrested and that excessive force was used. Mr. Jude is seeking more than \$25 million dollars in damages. The City has answered the suit and maintains that none of the individually named defendant officers, both on and off duty, were acting within the scope of their employment with regard to the subject events. The City has also denied all requests by the individual officer defendants for representation. Discovery has not yet begun, but a full discovery and litigation process is anticipated. The court approved a one-year discovery period, with an extra 180 days for expert discovery. Dispositive motions are due December 1, 2009. On August 31, 2009, Mr. Jude filed an amended complaint adding Nicole (Martinez) Belmore as a defendant. Ms. Belmore was an on-duty officer who responded to the scene. Ms. Belmore was acting in the scope of her employment and has been provided outside counsel. No criminal conduct has ever been alleged with respect to her. Discovery, including expert testimony has been extended through November 1, 2010 and dispositive motions are due December 31, 2010.

***U.S. Oil v. City of Milwaukee.*** U.S. Oil has filed a new lawsuit against the City for refund of \$914,000 plus interest of its 2006, 2007 and 2008 real estate taxes, raising different issues for each of the years. The City has done substantial preparation for this new case as a result of similar filings by U.S. Oil in prior years.

***Chaunte Ott v. City of Milwaukee, et al.*** In this 2009 civil rights action, Ott claims that he was wrongly convicted in 1996 of the 1995 murder of a girl. Ott spent 13 years in prison until recent DNA testing linked the murder victim to another individual. Ott claims that Milwaukee police officers unconstitutionally withheld exculpatory evidence and coerced false statements from witnesses. Ott also claims that supervisory individuals in the department permitted such alleged misconduct to occur as a matter of practice.

***Robert Lee Stinson v. City of Milwaukee, et al.*** In this 2009 civil rights action, Mr. Stinson claims that he was wrongly convicted in 1984 of the murder of a 67-year-old woman. Stinson spent more than 20 years in prison until recent DNA testing of the victim's clothing produced no DNA matching Stinson's and new techniques of examining bite marks on the victim indicating that the marks did not match Stinson's teeth. Stinson claims that Milwaukee police officers unconstitutionally withheld exculpatory evidence and conspired with a dental expert to produce false evidence. Stinson also claims that supervisory individuals in the police department permitted such alleged misconduct to occur as a matter of practice.

***Javier v. Glover.*** In this civil rights action, the plaintiffs claim that an off-duty Milwaukee police officer violated their civil rights when in March 2005 he fatally shot Wilbert Javier Prado. The officer, Alfonzo Glover, subsequently committed suicide after he was charged criminally with Prado's murder. In this ensuing civil litigation, the city has vigorously contested the plaintiffs' claims that Glover was acting within the scope of his employment and under color of law at the time of the shooting. The court recently ruled, however, not only that the issue of action under color of law presented a jury question but also that the plaintiffs could recover punitive damages even though the officer is deceased. The case is now set for trial in June 2010.



## LEGAL OPINIONS

The legal opinions of Katten Muchin Rosenman LLP, Chicago, Illinois, and Hurtado, S.C., Wauwatosa, Wisconsin, Bond Counsel to the City, will be delivered to the purchasers of the Offered Obligations. Drafts of the legal opinions for the Offered Obligations are included herein as Appendix B.

## RATINGS

The City has requested ratings on the Offered Obligation from FITCH Ratings, Moody's Investors Service, Inc. and Standard & Poor's Ratings Group.

FITCH Ratings has assigned a rating of "F1+" on the Notes and "AA" on the Bonds. Moody's Investors Service, Inc. has assigned a rating of "\_\_\_\_" on the Notes and "\_\_\_\_" on the Bonds. Standard & Poor's Ratings Group has assigned a rating of "SP-1+" on the Notes and "AA" on the Bonds.

The ratings, when issued, reflect only the views of the respective ratings agencies, and an explanation of the significance of such rating may be obtained therefrom. There is no assurance that the ratings will remain in effect for any given period of time or that they will not be revised, either upward or downward, or withdrawn entirely, by the respective agencies, if, in their judgment, circumstances so warrant. A revision or withdrawal of the credit rating could have an effect on the market price of the Offered Obligations.

## TAX MATTERS

Summary of Bond Counsel Opinion in connection with the Offered Obligations

Bond Counsel is of the opinion that under existing law, interest on the Offered Obligations is not includable in the gross income of the owners thereof for federal income tax purposes. If there is continuing compliance with the applicable requirements of the Internal Revenue Code of 1986 (the "Code"), Bond Counsel is of the opinion that interest on the Offered Obligations will continue to be excluded from the gross income of the owners thereof for federal income tax purposes. Bond Counsel is further of the opinion that the interest on the Offered Obligations is not an item of tax preference for purposes of computing individual or corporate alternative minimum taxable income and is not taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax. Interest on the Offered Obligations is not exempt from Wisconsin income taxes.

The Code contains certain requirements that must be satisfied from and after the date of issuance of the Offered Obligations in order to preserve the exclusion from gross income for federal income tax purposes of interest on the Offered Obligations. These requirements relate to the use and investment of the proceeds of the Offered Obligations, the payment of certain amounts to the United States, the security and source of payment of the Offered Obligations and the use of the property financed with the proceeds of the Offered Obligations.

### **Offered Obligations Purchased at a Premium or at a Discount**

The difference (if any) between the initial price at which a substantial amount of each maturity of the Offered Obligations is sold to the public (the "Offering Price") and the principal amount payable at maturity of such Offered Obligations is given special treatment for federal income tax purposes. If the Offering Price is higher than the maturity value of a Offered Obligation, the difference between the two is known as "bond premium;" if the Offering Price is lower than the maturity value of a Offered Obligation, the difference between the two is known as "original issue discount."

Bond premium and original issue discount are amortized over the term of a Offered Obligation on the basis of the owner's yield from the date of purchase to the date of maturity, compounded at the end of each accrual period of one year or less with straight line interpolation between compounding dates, as provided more specifically in the Income Tax Regulations. The amount of bond premium accruing during each period is treated as a reduction in the amount of tax-exempt interest earned during such period. The amount of original issue discount accruing during each period is treated as interest that is excludable from the gross income of the owner of such Offered Obligations for federal income tax purposes, to the same extent and with the same limitations as current interest.

Owners who purchase Offered Obligations at a price other than the Offering Price, after the termination of the initial public offering or at a market discount should consult their tax advisors with respect to the tax consequences of their ownership of the Offered Obligations. In addition, owners of Offered Obligations should consult their tax advisors with respect to the state and local tax consequences of owning the Offered Obligations; under the applicable provisions of state or local income tax law, bond premium and original issue discount may give rise to taxable income at different times and in different amounts than they do for federal income tax purposes.

### **Exclusion from Gross Income: Requirements**

The Code sets forth certain requirements that must be satisfied on a continuing basis in order to preserve the exclusion from gross income for federal income tax purposes of interest on the Notes. Among these requirements are the following:

**Limitations on Private Use.** The Code includes limitations on the amount of Note proceeds that may be used in the trade or business of, or used to make or finance loans to, persons other than governmental units.

**Investment Restrictions.** Except during certain “temporary periods,” proceeds of the Offered Obligations and investment earnings thereon (other than amounts held in a reasonably required reserve or replacement fund, if any, or as part of a “minor portion”) may generally not be invested in investments having a yield that is “materially higher” (1/8 of one percent) than the yield on the Offered Obligations.

**Rebate of Arbitrage Profit.** Unless the City qualifies for an exemption, earnings from the investment of the “gross proceeds” of the Offered Obligations in excess of the earnings that would have been realized if such investments had been made at a yield equal to the yield on the Offered Obligations are required to be paid to the United States at periodic intervals. For this purpose, the term “gross proceeds” includes the original proceeds of the Offered Obligations, amounts received as a result of investing such proceeds and amounts to be used to pay debt service on the Offered Obligations.

### **Covenants to Comply**

The City has covenanted to comply with the requirements of the Code relating to the exclusion from gross income for federal income tax purposes of interest on the Offered Obligations.

### **Risks of Non-Compliance**

In the event that the City fails to comply with the requirements of the Code, interest on the Offered Obligations may become includable in the gross income of the owners thereof for federal income tax purposes retroactively to the date of issue. In such event, the City’s agreements with the owners of the Offered Obligations require neither acceleration of payment of principal of, or interest on, the Offered Obligations, nor payment of any additional interest or penalties to the owners of the Offered Obligations.

### **Federal Income Tax Consequences in connection with the Offered Obligations**

Pursuant to Section 103 of the Code, interest on the Offered Obligations is not includable in the gross income of the owners thereof for federal income tax purposes. However, the Code contains a number of other provisions relating to the treatment of interest on the Offered Obligations that may affect the taxation of certain types of owners, depending on their particular tax situations. Some of the potentially applicable federal income tax provisions are described in general terms below. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE PARTICULAR FEDERAL INCOME TAX CONSEQUENCES OF THEIR OWNERSHIP OF THE OFFERED OBLIGATIONS.

**Cost of Carry.** Owners of the Offered Obligations will generally be denied a deduction for otherwise deductible interest on any debt which is treated for federal income tax purposes as incurred or continued to purchase or carry the Offered Obligations. As discussed below, special allocation rules apply to financial institutions.

**Corporate Owners.** Interest on the Offered Obligations is generally taken into account in computing the earnings and profits of a corporation and consequently may be subject to federal income taxes based thereon. Thus, for example, interest on the Offered Obligations is taken into account in computing the branch profits tax imposed on certain foreign corporations, the passive investment income tax imposed on certain S corporations, and the accumulated earnings tax. Interest on the Offered Obligations is not taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax.

**Individual Owners.** Receipt of interest on the Offered Obligations may increase the amount of social security and railroad retirement benefits included in the gross income of the recipients thereof for federal income tax purposes.

**Certain Blue Cross or Blue Shield Organizations.** Receipt of interest on the Offered Obligations may reduce a special deduction otherwise available to certain Blue Cross or Blue Shield organizations.

**Property or Casualty Insurance Companies.** Receipt of interest on the Offered Obligations may reduce otherwise deductible underwriting losses of a property or casualty insurance company.

**Financial Institutions.** Financial institutions may be denied a deduction for their otherwise allowable interest expense in an amount determined by reference, in part, to their adjusted basis in the Offered Obligations.

**Foreign Personal Holding Company Income.** A United States shareholder of a foreign personal holding company may realize taxable income to the extent that interest on the Offered Obligations held by such a company is properly allocable to the shareholder.

The opinions of Bond Counsel and the descriptions of the tax law contained in this Official Statement are based on statutes, judicial decisions, regulations, rulings and other official interpretations of law in existence on the date the Offered Obligations are issued. There can be no assurance that such law or the interpretation thereof will not be changed or that new provisions of law will not be enacted or promulgated at any time while the Offered Obligations are outstanding in a manner that would adversely affect the value or the tax treatment of ownership of the Offered Obligations.

## STATE TAX MATTERS

Interest on the Offered Obligations is not exempt from State of Wisconsin income tax or franchise tax.

## NO DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Offered Obligations as “qualified tax-exempt obligations” for purposes of Section 265 (b)(3) of the Code.

## CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “Commission”), pursuant to the Securities Exchange Act of 1934 (the “Rule”), the City shall covenant pursuant to a Resolution adopted by the Governing Body to enter into an undertaking (the “Undertaking”) for the benefit of holders including beneficial holders of the Offered Obligations to provide certain financial information and operating data relating to the City annually to a central repository designated by the Commission, currently the Municipal Securities Rulemaking Board (the “MSRB”), and to provide notices of the occurrence of certain events enumerated in the Rule electronically or in the manner otherwise prescribed by the MSRB to the MSRB. The MSRB has designated its Electronic Municipal Market Access (“EMMA”) system as the system to be used for continuing disclosures to investors. The details and terms of the Undertaking, as well as the information to be contained in the annual report or the notices of material events, are set forth in the Continuing Disclosure Certificate to be executed and delivered by the City at the time the Offered Obligations are delivered. Such Certificate will be in substantially the form attached hereto as Appendix C. The City has never failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of material events. A failure by the City to comply with the Undertaking will not constitute an event of default on the Offered Obligations (although holders will have the right to obtain specific performance of the obligations under the Undertaking). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Offered Obligations in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Offered Obligations and their market price.

## **FINANCIAL ADVISOR**

Robert W. Baird & Co. has been retained as Financial Advisor to the City in connection with the issuance of the Offered Obligations. The Financial Advisor has requested and the City has consented to the Financial Advisor submitting bids for the Offered Obligations.

## **UNDERWRITING**

The Offered Obligations will be purchased at competitive bidding conducted on March 25, 2010.

The award of the Notes was made to \_\_\_\_\_, its co-managers and associates.

The award of the Bonds was made to \_\_\_\_\_, its co-managers and associates.

The public reoffering yields of the Offered Obligations are detailed on the inside front cover of the Final Official Statement.

## **CLOSING DOCUMENTS AND CERTIFICATES**

Simultaneously with the delivery of and payment for the Offered Obligations by the Underwriters thereof, the City will furnish to the Underwriters the following closing documents, in form satisfactory to Bond Counsel:

- (1) a signature and no litigation certificate;
- (2) a tax certificate;
- (3) a certificate of delivery and payment;
- (4) the opinions as to the legality of the Offered Obligations under Wisconsin law and as to the tax-exempt status of the interest thereon for federal income tax purposes rendered by Katten Muchin Rosenman LLP, Chicago, Illinois, and Hurtado, S.C., Wauwatosa, Wisconsin, Bond Counsel to the City, in substantially the forms as set forth in Appendix B;
- (5) copies of this Official Statement issued in conjunction with the Offered Obligations within seven business days after the award of the Offered Obligations in accordance with SEC Rule 15c2-12(b)(3);
- (6) a Continuing Disclosure Certificate; and
- (7) a statement to the effect that this Official Statement, to the best of its knowledge and belief as of the date of sale and the date of delivery, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading.

## **REPRESENTATIONS OF THE CITY**

To the best of its knowledge, the information in this Official Statement does not include any untrue statement of a material fact, nor does the information omit the statement of any material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

## **ADDITIONAL INFORMATION**

Additional information may be obtained from the undersigned City Comptroller upon request.

W. Martin Morics, City Comptroller and Secretary  
City of Milwaukee, Public Debt Commission  
City Hall, Room 404  
200 East Wells Street  
Milwaukee, Wisconsin 53202  
(414) 286-3321

/s/

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W. Martin Morics  
City Comptroller and Secretary  
City of Milwaukee, Wisconsin

March \_\_, 2010





## Legislation Details (With Text)

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**File #:** 091439      **Version:** 0  
**Type:** Communication      **Status:** In Committee  
**File created:** 3/2/2010      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**  
**Title:** Communication from the Health Department relative to technical corrections to the 2010 Positions Ordinance.  
**Sponsors:** THE CHAIR  
**Indexes:** HEALTH DEPARTMENT, POSITIONS ORDINANCE  
**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/2/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number  
091439

Version  
ORIGINAL

Reference

Sponsor  
The Chair

Title

Communication from the Health Department relative to technical corrections to the 2010 Positions Ordinance.

Requestor  
Health Department

Drafter  
YMR  
02-23-10  
Positions Ordinance Communication 2010 - TITLE ONLY



March 12, 2010

Mr. James Owczarski  
Deputy City Clerk  
Milwaukee Common Council  
City Hall, Room 205  
200 E. Wells Street  
Milwaukee, WI 53202

Re: File #091439 Communications from the Health Department relative to technical corrections to the 2010 Positions Ordinance.

Dear Mr. Owczarski:

In an effort to maintain proper position authority for grant funded positions in the 2010 Positions Ordinance, the Health Department is submitting this communication relative to technical corrections to the 2010 Positions Ordinance. The majority of the changes are needed as a result of inadvertent errors made to corrections to the Positions Ordinance at the time of the Grant Resolution and to various classification and reorganization corrections and updates made throughout the year. Other changes are simply changes that can be done as a result of grants ending. The 2010 Positions Ordinance would need to be amended as follows:

Caption/Position Title  
HEALTH DEPARTMENT

Under

Family and Community Health Services

DELETE:  
Milwaukee Nurse-Family Partnership Program (PPP)

ADD:  
Milwaukee Nurse-Family Partnership Program

DELETE:  
Public Health Nurse (X)(G)(PPP)                      2 positions

ADD:

Public Health Nurse (X)(G)(PPP)(J) 2 positions

Under

Comprehensive Home Visiting Grant (E)

DELETE:

Public Health Nurse (X) (G) (SSS) 2 positions

Under

Project LAUNCH Grant (SSS)

DELETE:

Public Health Nurse (X) (G) (SSS) 2 positions

ADD:

Public Health Nurse (X) (G) (SSS) 3 positions

Under

Maternal and Child Health Grant (J) (MMM)

DELETE:

Public Health Nurse (X) (G) (J) (MMM) (S) 3 positions

ADD:

Public Health Nurse (X) (G) (J) (MMM) (SSS) 2 positions

Under

Milwaukee Breast Cancer Awareness Program

DELETE:

Public Health Nurse (X) (G) (KK) (GG) (LL) 2 positions

ADD:

Public Health Nurse (X) (G) (KK) (GG) (LL) (NN) 2 positions

Under

Medical Assistance Outreach Program

DELETE:

Health Access Assistant II (X)(GGG)(HHH)(JJJ)	8 positions
Public Health Educator II (X)(S)(HHH)	1 position

ADD:

Health Access Assistant II (X)(HHH)(JJJ)	8 positions
Public Health Educator II (X) (HHH)	1 position

Under

Disease Control and Environmental Health Services Division

DELETE:

Program Assistant I	1 position
Health Project Coordinator – Pandemic Flu Response	1 position

ADD:

Program Assistant II	1 position
----------------------	------------

DELETE:

Lead Hazard Reduction Demonstration Grants (HUD) (OO) (QQ)

DELETE:

Lead Project Coordinator (X) (Y) (OO)(QQ)	1 position
Lead Risk Assessor II (X) (OO) (QQ)	2 positions
Program Assistant II (X) (OO)(QQ)	1 position
Lead Education Assistant (X) (OO)(QQ)	1 position
Chemist II (OO) (QQ)	1 position

ADD:

Lead Hazard Reduction Demonstration Grants (HUD)(QQ)

DELETE:

Lead Project Coordinator (X) (Y)(QQ)	1 position
Lead Risk Assessor II (X)(QQ)	2 positions
Program Assistant II (X)(QQ)	1 position

Lead Education Assistant (X)(QQ)  
Chemist II (QQ)

1 position  
1 position

DELETE Footnotes (S), (OO), (RR), (GGG), (NNN), (OOO)

CHANGE Footnote (NN) to read as follows:

To Expire 6/30/10 unless the Wisconsin Well Woman Program Wise Woman Grant, available from the State of Wisconsin Department of Health Services, is extended. Partially funds one PHN.

As always, thank you for your assistance regarding this matter. If you require additional information or clarification I will be available at the Finance and Personnel Committee Meeting on March 19, 2010 or available at X3997.

Sincerely,

Yvette M. Rowe  
Business Operations Manager – Health





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091440**

<b>File ID:</b> 091440	<b>Type:</b> Resolution	<b>Status:</b> In Committee
<b>Version:</b> 1	<b>Reference:</b> 080728	<b>Controlling Body:</b> FINANCE & PERSONNEL COMMITTEE
<b>Requester:</b> HEALTH DEPARTMENT	<b>Cost:</b>	<b>File Created:</b> 03/02/2010
<b>File Name:</b> Resolution amending Common Council File #080728 authorizing the expenditure of the remaining fund balance of the Municipal Health Services Program-Program Income Account by the Milwaukee Health Department.		<b>Final Action:</b>

**Title:** Substitute resolution amending Common Council File #080728 authorizing the expenditure of the remaining fund balance of the Municipal Health Services Program - Program Income Account by the Milwaukee Health Department.

**Notes:**

**Code Sections:**

**Indexes:** HEALTH CARE, HEALTH DEPARTMENT

**Sponsors:** THE CHAIR

**Attachments:** Hearing Notice List

**Drafter:** yr

**Contact:**

**Agenda Date:**

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

**Effective Date:**

**Extra Date 2:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
0	COMMON COUNCIL	03/02/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE				
	<b>Action Text:</b>	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010			
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010			
1	CITY CLERK	03/15/2010	DRAFT SUBMITTED					
	<b>Action Text:</b>	This Resolution was DRAFT SUBMITTED						

0 FINANCE & 03/19/2010  
PERSONNEL  
COMMITTEE

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**Text of Legislative File 091440**

..Number  
091440  
..Version  
Substitute 1

..Reference  
080728  
..Sponsor  
The Chair  
..Title

Substitute resolution amending Common Council File #080728 authorizing the expenditure of the remaining fund balance of the Municipal Health Services Program - Program Income Account by the Milwaukee Health Department.

..Analysis  
This resolution amends Common Council File #080728 relative to the expenditure of program income of the Milwaukee Health Services Program by the Milwaukee Health Department (MHD) for 2010 activities.

..Body  
Whereas, Common Council File #080728 authorized the Health Department to expend the remaining fund balance of the Municipal Health Services Program - Program Income Account. This grant balance was estimated at \$368,000; and

Whereas, The Grantor balance for this program remains at \$51,188 for expenditure in 2010; now, therefore be it

Resolved, By the Common Council of the City of Milwaukee, that the Milwaukee Health Department is authorized to use the program income for the stated initiatives as delineated in the budget in 2010 and subject to communication with the awarding agency; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

Under

HEALTH DEPARTMENT  
Family and Community Health Services Division  
Plain Talk Initiative

DELETE

Health Project Coordinator-Plain Talk (X) (Y) (NNN) (QQQ) (B)

ADD

Health Project Coordinator-Plain Talk (X) (Y) (QQQ)

DELETE footnote (B).

; and, be it

Further Resolved, That all standard resolved clauses articulated in Common Council File 080728 remain applicable.

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 12, 2010

**FILE NUMBER:** 091440

Original Fiscal Note  Substitute

**SUBJECT:** Resolution amending Common Council File #080728 authorizing the expenditure of the remaining fund balance of the Municipal Health Services Program – Program Income Account by the Milwaukee Health Department.

B) **SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT (DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>			\$0	\$0	
<b>TOTALS</b>			\$0	\$0	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:** Department Estimates

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



## CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: MHSP Program Income Balance  
 CONTACT PERSON: Yvette M. Rowe, X3997

PROJECT/PROGRAM YEAR: 2010

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		<b>PERSONNEL COSTS</b>					
							0
		<b>TOTAL PERSONNEL COSTS</b>		0			0
		<b>FRINGE BENEFITS (41%)</b>					
		FRINGE BENEFITS (41%)					0
		<b>TOTAL FRINGE BENEFITS</b>		0			0
		<b>SUPPLIES &amp; MATERIALS</b>					
							0
		<b>TOTAL SUPPLIES &amp; MATERIALS</b>		0			0
		<b>CONTRACTUAL SERVICES</b>					
		CONTRACTUAL SERVICES-PLAINTALK		1,888			1,888
		CONTRACTUAL SERVICES-BILLING		19,300			19,300
		CONTRACTUAL SERVICES-AIDS INITIATIVE		30,000			30,000
		<b>TOTAL CONTRACTUAL SERVICES</b>		51,188			51,188
		<b>TOTAL COSTS</b>		51,188	0	0	51,188





Legislation Details (With Text)

**File #:** 091441      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 3/2/2010      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution relative to application, acceptance and funding of the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW).

**Sponsors:** THE CHAIR

**Indexes:** GRANTS, HEALTH CARE, HEALTH DEPARTMENT

**Attachments:** Fiscal Note, Grant Analysis Form, Operating Grant Budget, Fiscal Analysis - Revised, Fiscal Analysis, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/2/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/3/2010	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
3/4/2010	1	CITY CLERK	DRAFT SUBMITTED		
3/10/2010	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	5:0
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

091441

**Version**

Substitute 1

**Reference**

**Sponsor**

**Title**

Substitute resolution relative to application, acceptance and funding of the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW).

**Analysis**

on authorizes the Health Department to apply for, accept and fund the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW) in the amount of \$14,365 provided by the grantor. The purpose of the grant is to aid in a project intended to research interventions to eliminate immunization rate disparities within low-income ethnic/racial populations less than 14 years of age in Metcalfe Park, Concordia and surrounding neighborhoods in Milwaukee.

**Body**

- 3 City of Milwaukee appears to be eligible for grant funds from the Medical College of Wisconsin (MCW) in this research project; and
- 3 operation of this grant project from 03/01/10 to 02/28/11 would cost \$14,365 provided by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue Grant and Aid Projects Funds, the following amount for the project titled Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant:

Project/Grant	GR0001000000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$14,365

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

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

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff;
3. Enter into leases and subcontracts as detailed in the grant budget; and
4. Expend from the 2010 grant funds for equipment as deemed necessary for program operation.

Further resolved, That the Common Council directs that the 2010 Positions Ordinance, C.C. File 090458, should be amended as follows:

Under

HEALTH DEPARTMENT

AMEND footnote (EE) to read as follows:

To expire 02/28/11 unless the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW) is extended. Partially funds Infectious Disease Epidemiologist position.

**Requestor**

Health Department

**Drafter**

YMR

03-3-10

CHIMC Save Lives-Immunize 10-11Resolution.rtf

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 3, 2010

**FILE NUMBER:** 091441

Original Fiscal Note  Substitute

**SUBJECT:** Substitute resolution relative to application, funding, and expenditure of Community Health Improvement in Metcalf Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW).

B) **SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager-Health, X3997

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT(DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>			\$14,365	\$14,365	
<b>TOTALS</b>			\$14,365	\$14,365	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:** Department Estimates

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**GRANT ANALYSIS FORM  
OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS**

**Department/Division:** Health Department/Disease Control and Environmental Health Services Division

**Contact Person & Phone No:** Angie Hagy, Infectious Disease Epidemiologist, X5833

<b>Category of Request</b>  <input type="checkbox"/> <b>New Grant</b>  <input checked="" type="checkbox"/> <b>Grant Continuation</b>  <input type="checkbox"/> <b>Change in Previously Approved Grant</b>	<b>Previous Council File No.</b> 081325  <b>Previous Council File No.</b>
---	---

**Project/Program Title:** CHIMC: Save Lives-Immunize Grant

**Grantor Agency:** The Medical College of Wisconsin, INC

**Grant Application Date:** 12/30/2009

**Anticipated Award Date:** 03/01/2010

**Please provide the following information:**

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

The grant is a collaboration with the Medical College of Wisconsin (MCW), Department of Pediatrics to reduce immunization rate disparities within low-income ethnic/racial populations less than 14 years of age in Metcalfe Park, Concordia and surrounding neighborhoods in Milwaukee, Wisconsin (zip codes 53205, 53206, 53208, 53210) by enhancing community capacities and infrastructure through partnership between community and academic settings. Community Health Improvement in Metcalfe Park and Concordia (CHIMC) incorporates academicians, community-based organizations, and community residents as equal contributors to all aspects of the research (planning, methods, design, implementation, data collection, evaluation interpretation and dissemination).

The intervention research targeted child/youth age groups in the abovementioned target area are:

- a). 19-35 months will be monitored to receive-4 doses (DTaP): 3 doses (Polio):1 dose (MMR): 3 doses (Hep B): 3 doses (Hib): 1 dose (Varicella)
- b). 4 yrs to 6 yrs old will be monitored to receive-4 doses (DTaP): 4 doses (Polio): 2 doses (MMR): 3 doses (Hep B): 1 dose (Varicella), and
- c). 11-14 years of age are monitored to receive-1 dose Tdap; 3 doses of HPV; 1 dose MCV (Meningococcal); 2 doses Varicella prior to age 14 years

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

Receipt of the CHIMC sub-grant complies with Objective 4, item 1 of the City of Milwaukee Strategic Plan; improve child health by increasing immunization compliance to 95% by 2012. Furthermore, the mission of the MHD Immunization Program is to decrease the burden of vaccine-preventable diseases through the implementation of interventions aimed at increasing immunization rates.

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

Activities under CHIMC contribute to the MHD goal of increasing childhood and adolescent immunization rates, and build upon other interventions done by the department.

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

Requires submission of a Technical Performance Report to MCW's Project Director due 90 days prior to the end of the performance period.

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

Grant period extends March 1, 2010 through February 28, 2011, and is renewable through 2013.

**6. Provide a List of Subgrantees:**

None

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

Attached

## CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: CHIMC: Save Lives-Immunize Grant  
 CONTACT PERSON: Angie Hagy X5833

PROJECT/PROGRAM YEAR: March 1, 2010-Feb. 28, 2011

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		<b>PERSONNEL COSTS</b>					
	0.1	Infectious Disease Epidemiologist (X) (Y) (A) (EE)(CC)	10	7,970		0	7,970
							0
		<b>TOTAL PERSONNEL COSTS</b>		7,970			7,970
		<b>FRINGE BENEFITS</b>					
		Fringe Benefits (48%)		3,826			3,826
		<b>TOTAL FRINGE BENEFITS</b>		3,826			3,826
		<b>SUPPLIES AND MATERIALS</b>					
		Program Supplies		1,569			1,569
		<b>TOTAL SUPPLIES AND MATERIALS</b>		1,569			1,569
		<b>EQUIPMENT AND FACILITY RENT</b>					
				0			0
		<b>TOTAL EQUIPMENT AND FACILITY RENT</b>		0			0
		<b>SERVICES</b>					
							0
		Training		1,000			1,000
		<b>TOTAL SERVICES</b>		1,000			1,000
		<b>TOTAL COSTS</b>		14,365			14,365



**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE**

**MARCH 10, 2010**

**ITEM 8, FILE # 091441**

**REVISED ANALYSIS**

**File #091441 is a resolution relative to application, funding and expenditure of the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW).**

**Background**

1. This is the third annual award in a 5-year program.
2. The Medical College of Wisconsin (MCW), Department of Pediatrics, has received a grant award from the National Institute of Child Health and Human Development (NICHD) for a period of 5 years. The first year's award was approved in resolution File # 080727 and the second year's award in resolution File #081325. The award is for a Community-based Participatory Research (CBPR) Initiative in Reducing and Eliminating Health Disparities. The project involves research interventions to eliminate immunization rate disparities within low-income ethnic/racial populations less than 14 years of age in Metcalfe Park, Concordia and surrounding neighborhoods (zip codes 53205, 53206, 53208, 53210).
3. Community Health Improvement in Metcalfe Park and Concordia (CHIMC) was awarded a NICHD CBPR planning grant in 2005 to reduce child health disparities by enhancing community capacities and infrastructure through a Milwaukee partnership between community and academic settings. CHIMC incorporated academicians, community-based organizations, and community residents as equal contributors to all aspects of the research (planning, methods, design, implementation, data collection, evaluation interpretation and dissemination).
4. CHIMC: Save Lives-Immunize intervention is conducted in close partnership with community-based organizations, government agencies and community residents that serve these and surrounding neighborhoods.

**Discussion**

1. The specific objectives of this effort to reduce immunization disparities are:
  - By June 30, 2010, implement group interventions guided by health-behavior change models to address immunization rate disparities through community empowerment.
  - By June 30, 2013, evaluate the effectiveness of health behavior change models to reduce immunization rate disparities in the CHIMC target populations.
2. The intervention research targeted age groups in the project area are:

a) 19-35 months will be monitored to receive-4 doses diphtheria, tetanus and pertussis (DTaP): 3 doses Polio:1 dose measles, mumps and rubella (MMR): 3 doses hepatitis B (Hep B): 3 doses haemophilus influenza type b (Hib): 1 dose chicken pox (varicella),

b) 4 yrs to 6 yrs old will be monitored to receive-4 doses DTaP: 4 doses Polio: 2 doses MMR: 3 doses Hep B: 1 dose Varicella, and

c) 11-14 years of age are monitored to receive-1 dose tetanus, diphtheria and acellular pertussis (Tdap); 3 doses of human papilloma virus (HPV); 1 dose meningococcal MCV; 2 doses varicella prior to age 14 years.

3. Activities supported by this grant will assist the Milwaukee Health Department in reaching its goal of 95% immunization compliance by the year 2012.
4. The budget for the first year of this grantor-share only award to the Milwaukee Health Department provides partial (0.1 FTE) funding for an Infectious Disease Epidemiologist as follows:

Infectious Disease Epidemiologist	\$ 7,970
Fringe Benefits (41%)	3,826
Program Supplies	1,569
Travel, Parking and Training	1,000
<b>TOTAL</b>	<b>\$14,365</b>

5. The budget reflects a reduction in training and travel costs and an increase in program supplies.
6. The period of the grant is from March 1, 2010 to February 28, 2011.
7. The resolution in File #091441 authorizes the City Comptroller to commit \$14,365 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
8. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts and leases; to expend 2010 budgeted amounts for equipment deemed necessary to the operation of the program; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2010.

### **Fiscal Impact**

1. This proposed \$14,365 in non-O&M funding will support continuing activities and services that would not be provided absent such funding. There is no impact on the tax levy.

Prepared by: Richard L. Withers  
LRB-Research and Analysis Section  
Extension 8532  
March 8, 2010

Cc: Angie Hagy                      Bevan Baker  
W. Martin Morics                Renee Joos  
Yvette Rowe                        Raquel Filmanowicz

## LRB-RESEARCH AND ANALYSIS SECTION

PUBLIC SAFETY COMMITTEE

MARCH 10, 2010

ITEM 8, FILE # 091441

**File #091441 is a resolution relative to application, funding and expenditure of the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW).**

### **Background**

1. This is the third annual award in a 5-year program.
2. The Medical College of Wisconsin (MCW), Department of Pediatrics, has received a grant award from the National Institute of Child Health and Human Development (NICHD) for a period of 5 years. The first year's award was approved in resolution File # 080727 and the second year's award in resolution File #081325. The award is for a Community-based Participatory Research (CBPR) Initiative in Reducing and Eliminating Health Disparities. The project involves research interventions to eliminate immunization rate disparities within low-income ethnic/racial populations less than 14 years of age in Metcalfe Park, Concordia and surrounding neighborhoods (zip codes 53205, 53206, 53208, 53210).
3. Community Health Improvement in Metcalfe Park and Concordia (CHIMC) was awarded a NICHD CBPR planning grant in 2005 to reduce child health disparities by enhancing community capacities and infrastructure through a Milwaukee partnership between community and academic settings. CHIMC incorporated academicians, community-based organizations, and community residents as equal contributors to all aspects of the research (planning, methods, design, implementation, data collection, evaluation interpretation and dissemination).
4. CHIMC: Save Lives-Immunize intervention is conducted in close partnership with community-based organizations, government agencies and community residents that serve these and surrounding neighborhoods.

### **Discussion**

1. The specific objectives of this effort to reduce immunization disparities are:
  - By June 30, 2010, implement group interventions guided by health-behavior change models to address immunization rate disparities through community empowerment.
  - By June 30, 2013, evaluate the effectiveness of health behavior change models to reduce immunization rate disparities in the CHIMC target populations.
2. The intervention research targeted age groups in the project area are:
  - a) 19-35 months will be monitored to receive-4 doses diphtheria, tetanus and pertussis (DTaP): 3 doses Polio:1 dose measles, mumps and rubella

(MMR): 3 doses hepatitis B (Hep B): 3 doses haemophilus influenza type b (Hib): 1 dose chicken pox (varicella),

b) 4 yrs to 6 yrs old will be monitored to receive-4 doses DTaP: 4 doses Polio: 2 doses MMR: 3 doses Hep B: 1 dose Varicella, and

c) 11-14 years of age are monitored to receive-1 dose tetanus, diphtheria and acellular pertussis (TdaP); 3 doses of human papilloma virus (HPV); 1 dose meningococcal MCV; 2 doses varicella prior to age 14 years.

3. Activities supported by this grant will assist the Milwaukee Health Department in reaching its goal of 95% immunization compliance by the year 2012.
4. The budget for the first year of this grantor-share only award to the Milwaukee Health Department provides partial (0.1 FTE) funding for an Infectious Disease Epidemiologist as follows:

Health Project Coordinator-Immunizations	\$ 7,970
Fringe Benefits (41%)	3,826
Program Supplies	1,569
Travel, Parking and Training	1,000
<b>TOTAL</b>	<b>\$14,365</b>

5. The budget reflects a change in covered personnel from a Coordinator to an Epidemiologist, a reduction in training and travel costs and an increase in Program Supplies.
6. The period of the grant is from March 1, 2010 to February 28, 2010.
7. The resolution in File #091441 authorizes the City Comptroller to commit \$14,365 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
8. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts and leases; to expend 2010 budgeted amounts for equipment deemed necessary to the operation of the program; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2010.

### **Fiscal Impact**

1. This proposed \$14,365 in non-O&M funding will support continuing activities and services that would not be provided absent such funding. There is no impact on the tax levy.

Prepared by: Richard L. Withers  
LRB-Research and Analysis Section  
Extension 8532  
March 8, 2010

Cc: Angie Hagy                      Bevan Baker  
W. Martin Morics                Renee Joos  
Yvette Rowe                        Raquel Filmanowicz







## Legislation Details (With Text)

**File #:** 091442      **Version:** 1  
**Type:** Resolution      **Status:** In Committee  
**File created:** 3/2/2010      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Substitute resolution relative to application, acceptance and funding of the Breast Cancer Awareness - Milwaukee Foundation Grant.

**Sponsors:** THE CHAIR

**Indexes:** GRANTS, HEALTH CARE, HEALTH DEPARTMENT

**Attachments:** Fiscal Note, Operating Grant Budget, Grant Analysis Form, Fiscal Analysis, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/2/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/3/2010	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
3/4/2010	1	CITY CLERK	DRAFT SUBMITTED		
3/10/2010	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	5:0
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number  
091442

Version  
Substitute 1

Reference

Sponsor  
The Chair

Title  
Substitute resolution relative to application, acceptance and funding of the Breast Cancer Awareness - Milwaukee Foundation Grant.

Analysis  
This resolution authorizes the Health Department to apply for, accept and fund the Breast Cancer Awareness - Milwaukee Foundation Grant program from the Milwaukee Foundation in the amount of \$250,000. The grant funds will focus on breast cancer screening, education/outreach and diagnostic services to low-income and under-served women.

Body  
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Milwaukee Foundation for breast cancer screening, education/outreach and diagnostic services to low-income and under-served women; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/12 would cost \$250,000 provided by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue Grant and Aid Projects fund, the following amounts for the project titled Breast Cancer Awareness Program - Milwaukee Foundation:

Project Grant	GR0001000000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$250,000

2.           Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project Levels; budget to



these Project/Grant values the amount required under the grant agreement; and be it

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

1. Expend from the amount appropriated sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2010 grant budget funds for specific items of equipment; and
3. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff;
3. Enter into subcontracts and leases as detailed in the grant budget.

Further resolved, That the Common Council directs that the 2010 Positions Ordinance, C.C. File 090458, should be amended as follows:

Under  
HEALTH DEPARTMENT

Amend footnote (GG) to read as follows:

To expire 12/31/12 unless the Breast Cancer Awareness - Milwaukee Foundation Grant from the Milwaukee Foundation is extended.

Requestor  
Health Department

Drafter  
YMR  
03-03-10  
BCAP Milwaukee Foundation RES 2010-12.rtf

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 3, 2010

**FILE NUMBER:** 091442

Original Fiscal Note  Substitute

**SUBJECT:** Substitute resolution relative to application, funding, and expenditure of the Breast Cancer Awareness Program – Milwaukee Foundation Grant.

B) **SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT(DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>			\$250,000	\$250,000	
<b>TOTALS</b>			\$250,000	\$250,000	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:** Department Estimates

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



## CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Breast Cancer Awareness Program - Milwaukee Foundation  
 CONTACT PERSON: Lisa Phillips, X8891

PROJECT/PROGRAM YEAR: 2010 - 2012

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		<b>PERSONNEL COSTS</b>					
	1	WELL WOMEN'S PROGRAM MANAGER (X)(Y)(U)(GG)	007	20,000			20,000
	2	PUBLIC HEALTH NURSE (X)(G)(KK)(GG)(LL)	666	20,000			20,000
	1	OFFICE ASSISTANT II (JJ) (GG)	410	10,000			10,000
		<b>TOTAL PERSONNEL COSTS</b>		<b>50,000</b>			<b>50,000</b>
		<b>FRINGE BENEFITS</b>					
		<b>Fringe Benefits (48%)</b>		24,000			24,000
		<b>TOTAL FRINGE BENEFITS</b>		<b>24,000</b>			<b>24,000</b>
		<b>SUPPLIES AND MATERIALS</b>					
		Xray Film and Film Jackets		10,000			10,000
		Program Supplies		10,000			10,000
		<b>TOTAL SUPPLIES AND MATERIALS</b>		<b>20,000</b>			<b>20,000</b>
		<b>SERVICES</b>					
		Travel and Training		5,000			5,000
		Van Maintenance and Repairs		8,000			8,000
		Equipment Maintenance		10,000			10,000
		Temporary Driver		4,000			4,000
		Radiation Badges		1,000			1,000
		Telephones		2,000			2,000
		Outreach and Education		20,000			20,000
		Temparary Xray Tech		27,000			27,000
		Copying and Printing		3,000			3,000
		Miscellaneous Services including postage, focus meetings, etc.		12,000			12,000

		Physician License/Certification		3,000			3,000
		Transporting Clients		1,000			1,000
		<b>TOTAL SERVICES</b>		96,000			96,000
		<b>CONTRACTUAL SERVICES</b>					
		Contract for Capacity Building		30,000			30,000
		Health Promotor		30,000			30,000
		<b>TOTAL CONTRACTUAL SERVICES</b>		60,000			60,000
		<b>TOTAL COSTS</b>		250,000	0		250,000

# GRANT ANALYSIS FORM OPERATING & CAPITAL GRANT PROJECTS

Department/Division: Health/Public Health Services

Contact Person & Phone No: Lisa Phillips, X8891

## Category of Request

New Grant

Grant Continuation

Previous Council File No. 070704

Change in Previously Approved Grant

Previous Council File No.

Project Title: Breast Cancer Awareness Program - Milwaukee Foundation

Grantor Agency: The Milwaukee Foundation

Grant Application Date: N/A - Continuing

Anticipated Award Date: On-going

### Please provide the following information:

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

These grant funds will be used to focus on breast cancer screening, education/outreach and diagnostic services to low-income women 35-64 years of age including referral to existing primary care providers.

This grant is unique in the Health Department as the funding comes from community involvement and managed through the Milwaukee Foundation. Private donations range from \$1 to \$50,000.

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

This grant would enable the Milwaukee Breast and Cervical Cancer program and other programs within the Adult Health and Chronic Disease Division to work as a collaborative effort with existing community providers. Additional partnerships with community providers will be enhanced and established to assure access to health promotion/risk reduction services.

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

These grant funds are needed to continue to strengthen, enhance and expand our current program and services provided. These services are to include breast cancer screening, outreach and education.

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

Results will be measured through our client data collection system and the required state reporting mechanism.

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

The grant period is January 1, 2010 through December 31, 2012. Since this grant is contingent upon donations and fund-raising, it is used in conjunction with other State-funded Breast Cancer grants.

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

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE**

**MARCH 10, 2010**

**ITEM 9, FILE # 091442**

File # 091442 is a resolution relative to the application, acceptance and funding of the Breast Cancer Awareness-Milwaukee Foundation Grant.

**Background**

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the *Breast Cancer Awareness-Milwaukee Foundation Grant* from the Milwaukee Foundation.
2. This is a continuing grant funded by individual contributions to the Greater Milwaukee Foundation.

**Discussion**

1. The purpose of this award is to support activities involving breast cancer screening, education and outreach and to provide diagnostic services to low-income and medically underserved women 35-64 years of age.
2. These funds supplement existing programs and services provided by the Health Department's Breast and Cervical Cancer Program, and particularly programs which seek to assure access to health education, health promotion and risk reduction services.
3. The activities funded under this grant include coordination across a variety of Health Department programs and services as well as community partnerships.
4. The 3-year grant period for the proposed \$250,000 total award is January 1, 2010 through December 31, 2012.
5. Funding from this grant will contribute to the support of 4 positions budgeted as follows:

Well Women's Program Manager	\$ 20,000
2 Public Health Nurses	20,000
Office Assistant II	10,000
Fringe Benefits (41%)	24,000
Total Personnel and Fringe	\$ 74,000

6. Personnel supported by the renewed award include an additional Public Health Nurse and elimination of support for a Public Health Educator.
7. Services funded under the grant include the costs of a temporary X-ray technician, van maintenance, transporting clients and other incidentals totaling \$96,000 in the program budget.
8. Contracted services funded by the grant are anticipated to include \$30,000 for a Health Promoter and \$30,000 for capacity building.
9. The resolution in File #091442 authorizes the City Comptroller to commit \$250,000 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

10. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts and leases; to expend 2010 budgeted amounts for equipment deemed necessary to the operation of the program; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2010.

**Fiscal Effect**

1. The total amount of this grant is \$250,000, entirely grantor funded with no city matching funds required. Any funds expended are contingent upon donations dedicated to the Milwaukee Breast Cancer Awareness program.
2. This grant funds services, on a supplemental basis, supplies, and contractual services that support breast cancer screening in the identified population.

Prepared by: Richard L. Withers  
LRB-Research and Analysis Section  
March 8, 2010

Cc: W. Martin Morics  
Bevan Baker  
Yvette Rowe  
Lisa Phillips  
Raquel Filmanowicz  
Renee Joos







## Legislation Details (With Text)

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**File #:** 091469      **Version:** 0  
**Type:** Communication      **Status:** In Committee  
**File created:** 3/2/2010      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Communication relating to the establishment of position authority for new positions that are part of the Neighborhood Stabilization Program Phase II.

**Sponsors:** THE CHAIR

**Indexes:** NEIGHBORHOOD DEVELOPMENT, POSITIONS ORDINANCE

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/2/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/12/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

091469

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Communication relating to the establishment of position authority for new positions that are part of the Neighborhood Stabilization Program Phase II.

**Requestor**

**Drafter**

Budget & Mgt.

DY

2/25/10



Department of Administration  
Budget and Policy Division

**Tom Barrett**  
Mayor

**Sharon Robinson**  
Administration Director

**Mark Nicolini**  
Budget and Management Director

March 15, 2010

Ref: 10019

Common Council  
City of Milwaukee

Subject: Communication Relating to the Establishment of Position Authority for New Positions (File No. 091469)

Dear Honorable Members:

This is a communication from the Department of Administration that requests creation of position authority in the Department of Administration, the Department of Neighborhood Services, and the Department of City Development for the Neighborhood Stabilization Program II.

The Common Council has given approval for the Neighborhood Stabilization Program II in a previous Common Council file. At that time, new positions needed to run the program were not created. This communication will address the technical issue of position creation for this program. The following is a list of the positions that should be created under this program.

DEPARTMENT OF ADMINISTRATION  
COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION DIVISION

Administrative Specialist Senior (B)

DEPARTMENT OF CITY DEVELOPMENT  
GENERAL MANAGEMENT AND POLICY DEVELOPMENT DECISION UNIT  
HOUSING DEVELOPMENT

Community Outreach Liaison  
Office Assistant IV  
Housing Program Specialist  
Housing Rehabilitation Specialist Senior (2 positions)

FINANCE AND ADMINISTRATION

Accountant I

DEPARTMENT OF NEIGHBORHOOD SERVICES  
ADMINISTRATIVE SERVICES SECTION

Program Assistant II

Please amend the 2010 Position Ordinance to reflect these changes.

Sincerely,

A handwritten signature in black ink that reads "Mark Nicolini". The signature is written in a cursive style with a large initial "M".

Mark Nicolini  
Budget and Management Director

DY:dmr

Finance/letters/comNSPII positions final.doc









# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 15, 2010

**FILE NUMBER:** 091422

Original Fiscal Note  Substitute

**SUBJECT:** This file authorizes an appropriation of \$100,000 to the Summerfest revenue account and a transfer for \$100,000 to the general fund.

B) **SUBMITTED BY (Name/title/dept./ext.):** Thomas J. Bell – ( Budget and Management Special Assistant/ext. 3496/)

- C) **CHECK ONE:**
- ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
  - ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
  - LIST ANTICIPATED COSTS IN SECTION G BELOW.
  - NOT APPLICABLE/NO FISCAL IMPACT.

- D) **CHARGE TO:**
- DEPARTMENT ACCOUNT(DA)
  - CAPITAL PROJECTS FUND (CPF)
  - PERM. IMPROVEMENT FUNDS (PIF)
  - OTHER (SPECIFY)
  - CONTINGENT FUND (CF)
  - SPECIAL PURPOSE ACCOUNTS (SPA)
  - GRANT & AID ACCOUNTS (G & AA)
  -

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>	Summerfest revenue Account	0480-4280R421-006900	\$100,000		
	General Fund	0001-4280-009400		\$100,000	
<b>TOTALS</b>					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

- 1-3 YEARS                       3-5 YEARS
- 1-3 YEARS                       3-5 YEARS
- 1-3 YEARS                       3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** February 16, 2010

**FILE NUMBER:** \_\_\_\_\_

Original Fiscal Note  Substitute

**SUBJECT:** Resolution relating to expenditure of funds to be reimbursed by greater than anticipated revenue.

B) **SUBMITTED BY (Name/title/dept./ext.):** Thomas J. Bell – ( Budget and Management Special Assistant/ext. 3496/)

- C) **CHECK ONE:**
- ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
  - ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
  - LIST ANTICIPATED COSTS IN SECTION G BELOW.
  - NOT APPLICABLE/NO FISCAL IMPACT.

- D) **CHARGE TO:**
- |  |   |
|--|---|
| <input type="checkbox"/> DEPARTMENT ACCOUNT(DA)        | <input type="checkbox"/> CONTINGENT FUND (CF)           |
| <input type="checkbox"/> CAPITAL PROJECTS FUND (CPF)   | <input type="checkbox"/> SPECIAL PURPOSE ACCOUNTS (SPA) |
| <input type="checkbox"/> PERM. IMPROVEMENT FUNDS (PIF) | <input type="checkbox"/> GRANT & AID ACCOUNTS (G & AA)  |
| <input type="checkbox"/> OTHER (SPECIFY)               | <input type="checkbox"/>                                |

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>					
<b>TOTALS</b>					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

- |                                    |                                    |
|------------------------------------|------------------------------------|
| <input type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS |
| <input type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS |
| <input type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS |

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091540**

**File ID:** 091540

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:**

**Cost:**

**File Created:** 03/02/2010

**File Name:**

**Final Action:**

**Title:** Substitute resolution rescinding reserved commitments and appropriating funds from the 2009 Common Council Contingent Funds for the purpose of closing the 2009 financial books due to unanticipated shortfalls in current year operating expenses.

### Notes:

### Code Sections:

**Indexes:** BUDGET, CONTINGENT FUND

**Sponsors:** THE CHAIR

**Attachments:** Hearing Notice List, Fiscal note

**Drafter:** ds

**Contact:**

### Agenda Date:

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

**Effective Date:**

**Extra Date 2:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
0	COMMON COUNCIL	03/02/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE				
	<b>Action Text:</b>	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010			
1	CITY CLERK	03/16/2010	DRAFT SUBMITTED					
	<b>Action Text:</b>	This Resolution was DRAFT SUBMITTED						
0	FINANCE & PERSONNEL COMMITTEE	03/19/2010						

### Text of Legislative File 091540

..Number  
091540  
..Version  
SUBSTITUTE 1

..Reference

..Sponsor

CHAIR

..Title

Substitute resolution rescinding reserved commitments and appropriating funds from the 2009 Common Council Contingent Funds for the purpose of closing the 2009 financial books due to unanticipated shortfalls in current year operating expenses.

..Body

Whereas, To facilitate closing of Year 2009 financial books, rescinding a reserved commitment from 2009 Common Contingent Fund is necessary; now therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the following amount reserved in the Common Council Contingent Fund (#0001-9990-C001-006300) (2009) from Common Council file 090671be rescinded for appropriation as follows:

1. \$40,000 from the Common Council Contingent Fund (#0001-9990-C001-006300) (2009) reserved for the Department of Neighborhood Services account (#0001-3360-R999-006300) (2009).

..Requestor

Department of Administration

Budget and Management Division

..

Drafter

Ref: 10007 DY/DS:dmr

March 12, 2010

Finance: 091540 - 2009 Closing.rtf

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 15, 2009

**FILE NUMBER:** 091540

Original Fiscal Note  Substitute

**SUBJECT:** Resolution rescinding reserved commitments and appropriating funds from the 2009 Common Council Contingent Fund for the purpose of closing the 2009 financial books due to unanticipated shortfalls in current year operating expenses.

B) **SUBMITTED BY (Name/title/dept./ext.):** David Schroeder/Fiscal Planning Specialist Senior/DOA Budget/8524

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT(DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:	DEPARTMENT OPERATING – Rescind Contingent Fund	006300	-40,000		
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
<b>TOTALS</b>			-40,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**  
 MOST RECENT BUDGET APPROPRIATION STATUS REPORT AND CONTINGENT FUND BALANCE AVAILABLE

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091541**

**File ID:** 091541

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:** BUDGET AND  
MANAGEMENT  
ANALYSIS DIVISION

**Cost:**

**File Created:** 03/02/2010

**File Name:**

**Final Action:**

**Title:** Substiute resolution authorizing carryover of certain fund balances from 2009 to 2010.

### Notes:

### Code Sections:

### Agenda Date:

**Indexes:** BUDGET, BUDGET AND MANAGEMENT DIVISION

### Agenda Number:

**Sponsors:** THE CHAIR

### Enactment Date:

**Attachments:** Hearing Notice List, Fiscal note

### Enactment Number:

**Drafter:** ds

### Effective Date:

**Contact:**

### Extra Date 2:

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	03/02/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>		This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE				
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010		
1	CITY CLERK	03/16/2010	DRAFT SUBMITTED				
	<b>Action Text:</b>	This Resolution was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	03/19/2010					

## Text of Legislative File 091541

..Number  
091541  
..Version



SUBSTITUTE 1

..Reference

..Sponsor

THE CHAIR

..Title:

Substiute resolution authorizing carryover of certain fund balances from 2009 to 2010.

..Body

Whereas, It has been the practice of the Mayor and the Common Council of the City of Milwaukee to maintain as low a tax rate as is possible, consistent with the standard of services requested by the citizens of Milwaukee; and

Whereas, The authorization to carry over certain available fund balances to permit achieving or completing a previously authorized and funded purpose, program, project, or equipment purchase is in the best interests of the City and assists in reducing the amounts that must be levied on taxable property in the City of Milwaukee; and

Whereas, The Budget and Management Division and the Committee on Finance and Personnel have reviewed 2009-2010 carryover requests and recommend in this resolution those carryovers which appear to be in compliance with Section 65.07(1)(p), Wisconsin State Statutes, Capital Guidelines, Grant and Aid Guidelines, Community Development Agency Guidelines, and other prudent criteria; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that it hereby authorizes and directs the City Comptroller to carry over the accounts enumerated in Exhibit A (attached to this file) in the amounts set forth in the recommended column; and, be it

Further Resolved, That the City Comptroller is hereby authorized and directed to close out each Capital Purpose Account in accordance with the requirements of Common Council Resolution File Number 031033, et.al., Section V; and, be it

Further Resolved, That the departments affected by this resolution are hereby authorized to expend the carried over funds in accordance with the intent of the original appropriations; and, be it

Further Resolved, That each amount indicated for carryover for Special Ledger accounts is the maximum balance that can be carried over to 2010. Any balance over those amounts indicated are to revert to the Tax Stabilization Fund, in accordance with Section 304-29-3, Milwaukee Code of Ordinances; and, be it

Further Resolved, That Notwithstanding the above authorizations, that if the Comptroller, at the time of transferring this money to the succeeding year's appropriations, determines that any of the above authorized funds exceeds that three-year carryover authorization, the Comptroller is hereby directed to close the funds in excess of the three-year authorization to the appropriate close-out account.

..Requestor:

DOA Budget and Management Division

..Drafter:

DS

..Reference: 10006

March 11, 2010

I:\BUDGET\10Budget\carryovers (2009 funds)\091541 carryover resolution 2009 to 2010.rtf

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 12, 2009

**FILE NUMBER:** 091541

Original Fiscal Note  Substitute

**SUBJECT:** Resolution authorizing carryover of certain fund balances from 2009 to 2010 in accordance with Section 65.07(1)(p), Wisconsin Statutes.

B) **SUBMITTED BY (Name/title/dept./ext.):** David Schroeder, Fiscal Planning Specialist-Senior, Ext. 8524

C) **CHECK ONE:**  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**  DEPARTMENT ACCOUNT(DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY) Contributions

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>	Carryover of certain fund balances from				
	2009 to 2010.				
	(See attached Exhibit A for details.)		\$72,314,721		
<b>TOTALS</b>					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**  
 (See File Exhibit A for details.) Balances from FMIS Commitment Control as of March 18, 2009.

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**FISCAL NOTE TO FILE NO. 091541**

Substitute resolution authorizing carryover of certain fund balances from 2009 to 2010 in accordance with Section 65.07(1)(p), Wisconsin Statutes.

**COMMENTS**

The Carryover of the following 2009 funds will reduce the need for additional 2010 funds by these or similar amounts:

	<u>2008-2009</u>	<u>2009-2010</u>	<u>Difference</u>
General City Funds	\$4,319,348	\$8,197,622	\$3,878,274
Wages Supplement Fund	\$14,606,490	\$9,377,234	(\$5,229,256)
Enterprise Funds	\$374,154	\$475,562	\$101,408
Retirement Funds	\$3,103,291	\$2,677,191	(\$426,100)
Contribution Fund	\$1,504,364	\$1,599,481	\$95,117
Grant & Aid	<u>\$0</u>	<u>\$50,498,002</u>	<u>\$50,498,002</u>
<b>Total Carryover Recommended**:</b>	\$23,907,646	\$72,825,092	\$48,917,446

\*\* The recommended amount reflects the status of account balances that were taken on March 11, 2010.

DJS

**EXHIBIT A**  
**AMOUNTS AND AFFECTED ACCOUNTS TO BE CARRIED OVER FROM 2009 TO 2010**  
**IN ACCORDANCE WITH SECTION 65.07(1)(p), WISCONSIN STATE STATUTES**

File No: 091541

NOTE: Each amount identified with an asterisk (\*) is the estimated balance in the account. In such cases, the intent is to carry over the full balance. Each amount without an asterisk (\*) is the maximum specific amount to be carried over regardless of the remaining balance.

Amounts for department totals and amount recommended cells may not total due to rounding.

Appropriations, expenditures and balances listed, in most cases, reflect the activity of the entire account with the exception of equipment items. Appropriations shown include any fund transfers, Contingent Fund appropriations, or previous carryovers occurring during 2009. ENCUMBRANCES ARE NOT LISTED.

The amounts listed under the unencumbered balance and the amount recommended columns were obtained as of March 11, 2010.

DEPARTMENT NAME	ACCOUNT NUMBER	ACCOUNT NAME	DESCRIPTION	APPROPRIATION	EXPENDITURE	UNENCUMBERED BALANCE	AMOUNT REQUESTED	AMOUNT RECOMMENDED	Change
<b>Department of Administration</b>									
DOA - ITMD, BMD	0001-1510-0001-R199-006300-2009	Operating	Renewal of Microsoft Enterprise agreement, Financial Planning & Actuarial Services	\$877,302	\$659,788	\$210,131	\$136,911	\$136,911	\$0
DOA - ITMD	0001-1510-0001-S199-006300-2009	Special Purpose	Continue vendor support for the Content Management System (CMS) software upgrade	\$80,195	\$60,801	\$19,394	\$19,394	\$19,394	*
DOA - BOD	0001-1510-0001-D152-006300-2009	Contribution	Best Practice Reviews	\$21,500	\$0	\$21,500	\$21,500	\$21,500	*
DOA - BOD	0001-1510-0001-R157-006300-2009	Special Fund	EBE consultant for certifying EBE's	\$84,915	\$45,035	\$39,880	\$39,880	\$39,880	*
DOA - BOD	0001-1510-0001-R159-006300-2009	Special Fund	Disparity Study consultant expenses	\$249,000	\$0	\$249,000	\$249,000	\$249,000	*
DOA - BOD	0001-1510-0001-S123-006300-2009	Special Purpose	Disparity Study consultant expenses	\$50,000	\$0	\$50,000	\$50,000	\$50,000	*
DOA - BMD	0001-2110-0001-S174-006000-2009	Special Purpose	Wages Supplement Fund (minus 2009 distribution)	\$18,850,568	\$0	\$18,850,568	\$9,377,234	\$9,377,234	\$0
DOA - OES	0001-1510-0001-D153-006300-2009	Contribution	Solar America Cities Grant local leverage	\$200,000	\$400	\$199,600	\$199,600	\$199,600	*
<b>Department of Administration Total</b>				<b>\$20,413,480</b>	<b>\$766,024</b>	<b>\$19,640,073</b>	<b>\$10,093,519</b>	<b>\$10,093,519</b>	<b>\$0</b>
<b>Assessor</b>									
Assessor	0001-2300-0001-R999-006300-2009	Operating	Accrual of Board of Review legal fees	\$279,972	\$263,272	\$16,700	\$16,700	\$16,700	\$0
Assessor	0001-2300-0001-R248-006300-2009	Special Fund	Finish purchase of replacement servers, additional duplication fees of original deeds, and statistical modeling software purchase	\$70,000	\$41,511	\$28,489	\$28,489	\$28,489	*
<b>Assessor Total</b>				<b>\$349,972</b>	<b>\$304,783</b>	<b>\$45,189</b>	<b>\$45,189</b>	<b>\$45,189</b>	<b>\$0</b>
<b>City Attorney</b>									
City Attorney	0001-1490-0001-R999-006300-2009	Operating	Ongoing IT expenses related to new computer install in 2010	\$388,509	\$368,682	\$19,827	\$15,000	\$15,000	\$0
City Attorney	0001-1490-0001-S118-006300-2009	Special Purpose	Legal exposure of on-going lawsuits	\$4,515,172	\$4,339,201	\$115,971	\$115,971	\$115,971	*
City Attorney	0001-1490-0001-S143-006300-2009	Special Purpose	Budget adoption contemplated carryover for Local Government Insurance Fund	\$470,000	\$441,461	\$28,539	\$28,539	\$28,539	*
City Attorney	0001-1490-0001-S157-006300-2009	Special Purpose	Outside Counsel/Expert Witness ongoing lawsuit costs	\$630,000	\$566,490	\$16,164	\$16,164	\$16,164	\$0
City Attorney	0001-1490-0001-S201-006300-2009	Special Purpose	Fund contract for legal consulting services to address nuisance abatement efforts, bankruptcy issues, housing foreclosure initiative	\$50,000	\$3,145	\$20,000	\$20,000	\$20,000	*
City Attorney	0001-1490-0001-S218-006300-2009	Special Purpose	Fund ongoing expenses related to Nuisance Abatement Program and Community Prosecution Unit.	\$25,000	\$6,723	\$18,277	\$18,277	\$18,277	*
City Attorney	0001-1490-0001-R999-006800-2009	Equipment	Additional computers to be purchased for Ordinance Enforcement Division to access CATS system	\$143,000	\$91,079	\$29,751	\$5,000	\$5,000	\$0
<b>City Attorney Total</b>				<b>\$6,221,681</b>	<b>\$5,816,781</b>	<b>\$248,529</b>	<b>\$218,951</b>	<b>\$218,951</b>	<b>\$0</b>
<b>City Clerk</b>									
City Clerk	0001-1310-0001-R999-006300-2009	Operating Exp	Fund two newsletters per aldermanic district in 2010	\$891,136	\$639,611	\$251,525	\$104,000	\$104,000	\$0
City Clerk	0001-1310-0001-R121-006300-2009	Special Fund	Expense Fund for Common Council President	\$8,036	\$837	\$7,199	\$7,199	\$7,199	*
City Clerk	0001-1310-0001-R129-006800-2009	Special Fund	Approval tracking module for Legistar and GIS	\$106,500	\$48,016	\$58,484	\$8,600	\$8,600	\$0
City Clerk	0001-1310-0001-S123-006300-2009	Special Purpose	Economic Development Committee	\$67,002	\$57,390	\$9,612	\$9,612	\$9,612	*
<b>City Clerk Total</b>				<b>\$1,072,674</b>	<b>\$745,854</b>	<b>\$326,820</b>	<b>\$129,411</b>	<b>\$129,411</b>	<b>\$0</b>

DEPARTMENT NAME	ACCOUNT NUMBER	ACCOUNT NAME	DESCRIPTION	APPROPRIATION	EXPENDITURE	UNENCUMBERED BALANCE	AMOUNT REQUESTED	AMOUNT RECOMMENDED	Change
						<b>Comptroller</b>			
Comptroller	0001-2110-0001-R999-006300-2009	Operating Exp	Audit consulting services, review of TID accounting procedures, ARRA auditing	\$881,610	\$701,856	\$134,001	\$158,750	\$134,001	* -\$24,749
Comptroller	0001-2110-0001-R999-006800-2009	Equipment	Delayed computer equipment purchases	\$106,791	\$536	\$106,255	\$90,000	\$90,000	\$0
Comptroller	0001-2110-0001-S111-006300-2009	Special Purpose	Milwaukee County House of Correction prisoner billing issue to be resolved in 2010	\$223,875	\$0	\$223,875	\$223,875	\$223,875	* \$0
Comptroller	0001-2110-0001-S164-006000-2009	Special Purpose	27th Payroll	\$243,224	\$0	\$243,224	\$243,224	\$243,224	* \$0
Comptroller	0150-9990-0001-R999-00600-0000	Grant & Aid	ARRA pending applications - GR00000900000	\$50,498,002	\$0	\$50,498,002	\$50,630,014	\$50,498,002	* -\$132,012
<b>Comptroller Total</b>				<b>\$51,953,502</b>	<b>\$702,392</b>	<b>\$51,205,357</b>	<b>\$51,345,863</b>	<b>\$51,189,102</b>	<b>-\$156,761</b>
						<b>City Treasurer</b>			
City Treasurer	0001-2210-0001-R999-006300-2009	Operating Exp	Increased number of delinquent tax accounts included in the inrem foreclosure file, accrual of prepaid postage	\$717,843	\$695,231	\$22,612	\$16,100	\$16,100	\$0
<b>City Treasurer Total</b>				<b>\$717,843</b>	<b>\$695,231</b>	<b>\$22,612</b>	<b>\$16,100</b>	<b>\$16,100</b>	<b>\$0</b>
						<b>City Development</b>			
City Development	0001-1910-0001-D193-006300-2009	Contribution	Arts Board Contribution Expenditure Account	\$9,865	\$535	\$9,330	\$9,865	\$9,330	* -\$535
City Development	0001-1910-0001-S150-006300-2009	Special Purpose	Offset costs associated with new County Park mandates	\$112,262	\$95,512	\$16,749	\$16,749	\$16,749	* \$0
City Development	0001-1910-0001-S151-006300-2009	Special Purpose	Arts Board Special Purpose Account 2009 Projects	\$205,834	\$204,363	\$1,471	\$1,471	\$1,471	* \$0
<b>Department of City Development Total</b>				<b>\$327,961</b>	<b>\$300,410</b>	<b>\$27,550</b>	<b>\$28,085</b>	<b>\$27,550</b>	<b>-\$535</b>
						<b>Election Commission</b>			
Election Commission	0001-1700-0001-R999-006000-2009	Salary	Supplement temporary staffing in 2010	\$496,788	\$473,993	\$22,795	\$22,795	\$22,795	* \$0
<b>Election Commission Total</b>				<b>\$496,788</b>	<b>\$473,993</b>	<b>\$22,795</b>	<b>\$22,795</b>	<b>\$22,795</b>	<b>\$0</b>
						<b>Department of Employee Relations</b>			
Employee Relations	0001-1650-0001-R999-006300-2009	Operating Exp	Interest arbitration and police officer recruitment expenses	\$490,747	\$479,894	\$10,853	\$10,865	\$10,853	* -\$12
Employee Relations	0001-1650-0001-S114-006100-2009	Special Purpose	Reduce healthcare volatility risks	\$22,510,000	\$19,893,058	\$2,616,942	\$2,616,942	\$2,616,942	* \$0
Employee Relations	0001-1650-0001-S121-006100-2009	Special Purpose	Reduce healthcare volatility risks	\$2,200,000	\$2,105,015	\$94,986	\$94,985	\$94,986	* \$1
Employee Relations	0001-1650-0001-S124-006300-2009	Special Purpose	Employee training programs not completed in 2009	\$31,679	\$23,556	\$8,123	\$8,123	\$8,123	* \$0
Employee Relations	0001-1650-0001-S140-006100-2009	Special Purpose	HMO projections undetermined at time of budget adoption	\$86,731,374	\$86,539,589	\$191,785	\$191,785	\$191,785	* \$0
Employee Relations	0001-1650-0001-S171-006300-2009	Special Purpose	Tuition Reimbursement to help defray retro payments	\$804,598	\$715,284	\$89,314	\$89,314	\$84,000	* -\$5,314
Employee Relations	0001-1650-0001-S176-006100-2009	Special Purpose	Workers Compensation accruals and Employee Wellness Program (\$2 million)	\$14,383,000	\$11,379,360	\$3,003,640	\$3,003,640	\$3,003,640	* \$0
<b>Department of Employee Relations Total</b>				<b>\$127,151,398</b>	<b>\$121,135,756</b>	<b>\$6,015,643</b>	<b>\$6,015,654</b>	<b>\$6,010,329</b>	<b>-\$5,325</b>
						<b>Fire &amp; Police Commission</b>			
FPC	0001-3100-0001-R999-006000-2009	Salary	To cover unforeseen Fire Chief selection process due to retirement, additional costs for Police Officer applicant testing, reconfiguration of current office space, mediation of citizen complaints, development of citizen climate survey of police services	\$784,028	\$629,753	\$154,275	\$108,000	\$108,000	\$0
FPC	0001-3100-0001-R999-006300-2009	Operating Exp	Outstanding 2009 invoices	\$132,009	\$65,309	\$63,015	\$15,000	\$15,000	\$0
FPC	0001-3100-0001-R311-006300-2009	Special Fund	Implement citizen complaint monitoring policy, procedure, and system	\$50,000	\$3,300	\$40,000	\$40,000	\$40,000	* \$0
<b>Fire &amp; Police Commission Total</b>				<b>\$966,037</b>	<b>\$698,362</b>	<b>\$257,290</b>	<b>\$163,000</b>	<b>\$163,000</b>	<b>\$0</b>
						<b>Fire Department</b>			
Fire	0001-3280-0001-R999-006300-2009	Operating Exp	Outstanding 2009 invoices	\$0	\$0	\$0	\$13,986	\$0	* -\$13,986
Fire	0001-3280-0001-D321-006000-2009	Contribution	Special Teams Training Program Salaries	\$86,524	\$12,234	\$74,291	\$74,291	\$74,291	* \$0
Fire	0001-3280-0001-D321-006300-2009	Contribution	Special Teams Training Operating Funds	\$2,980	\$691	\$2,290	\$2,290	\$2,290	* \$0
Fire	0001-3280-0001-D322-006300-2009	Contribution	Fire Safety Contribution Account	\$38,316	\$36,203	\$2,113	\$2,113	\$2,113	* \$0
Fire	0001-3280-0001-D324-006000-2009	Contribution	Project Staying Alive Contribution Account Salaries	\$180,378	\$90,190	\$90,187	\$90,187	\$90,187	* \$0
Fire	0001-3280-0001-D324-006300-2009	Contribution	Project Staying Alive Contribution Account Operating	\$10,000	\$390	\$0	\$4,351	\$0	* -\$4,351
Fire	0001-3280-0001-D325-006800-2009	Contribution	Fire Suppression Equipment Contribution Account	\$17,889	\$600	\$17,289	\$17,289	\$17,289	* \$0

DEPARTMENT NAME	ACCOUNT NUMBER	ACCOUNT NAME	DESCRIPTION	APPROPRIATION	EXPENDITURE	UNENCUMBERED BALANCE	AMOUNT REQUESTED	AMOUNT RECOMMENDED	Change
Fire	0001-3280-0001-D326-006800-2009	Contribution	Emergency Medical Research Study Contribution Account	\$7,000	\$0	\$7,000	\$7,000	\$7,000	* \$0
			<b>Fire Department Total</b>	<b>\$343,087</b>	<b>\$140,308</b>	<b>\$193,170</b>	<b>\$211,507</b>	<b>\$193,170</b>	<b>-\$18,337</b>
						<b>Health Department</b>			
Health	0001-3810-0001-R999-006300-2009	Operating Exp	Fund activities that were delayed in 2009 due to H1N1 outbreak.	\$2,037,358	\$1,761,625	\$275,734	\$341,626	\$225,000	-\$116,626
Health	0001-3810-0001-R999-006800-2009	Equipment	Supplement 2010 equipment budget for clinics and lab	\$27,607	\$16,419	\$11,189	\$11,189	\$11,189	* \$0
Health	0001-3810-0001-D382-006300-2009	Contribution	STD Medications Contribution Acct	\$12,453	\$6,262	\$6,191	\$11,206	\$6,191	* -\$5,015
Health	0001-3810-0001-D386-006300-2009	Contribution	Infant Mortality Prevention Contribution Account	\$35,232	\$19,231	\$16,001	\$16,001	\$16,001	* \$0
Health	0001-3810-0001-D387-006300-2009	Contribution	Immunization Symposium Contribution Account	\$5,780	\$5,580	\$200	\$200	\$200	* \$0
Health	0001-3810-0001-D388-006300-2009	Contribution	Back to School Health Fair Contribution Account	\$58,100	\$40,753	\$17,347	\$17,347	\$17,347	* \$0
Health	0001-3810-0001-D389-006300-2009	Contribution	Office of Violence Prevention Contribution Account	\$100	\$0	\$100	\$100	\$100	* \$0
Health	0001-3810-0001-R387-006300-2009	Special Fund	Domestic Violence and Sexual Assault Prevention ongoing initiatives	\$15,783	\$0	\$0	\$9,809	\$9,809	* \$0
Health	0001-3810-0001-R391-006300-2009	Special Fund	Delay in planned computer maintenance	\$101,521	\$90,778	\$10,742	\$10,742	\$10,742	* \$0
			<b>Health Department Total</b>	<b>\$2,293,934</b>	<b>\$1,940,648</b>	<b>\$337,504</b>	<b>\$418,220</b>	<b>\$296,579</b>	<b>-\$121,641</b>
						<b>Library</b>			
Library	0001-8610-0001-R999-006800-2009	Equipment	Replacement of cash register at East Neighborhood Library	\$1,789,859	\$1,789,289	\$570	\$720	\$570	* -\$150
Library	0001-8610-0001-D862-006300-2009	Contribution	Milwaukee Public Library Foundation Contributions for Training and Programming	\$192,554	\$184,913	\$7,641	\$9,141	\$7,641	* -\$1,500
Library	0001-8610-0001-D862-006800-2009	Contribution	Milwaukee Public Library Foundation Contributions for Materials	\$409,097	\$270,327	\$138,770	\$138,771	\$138,770	* -\$1
			<b>Library Total</b>	<b>\$2,391,510</b>	<b>\$2,244,529</b>	<b>\$146,981</b>	<b>\$148,632</b>	<b>\$146,981</b>	<b>-\$1,651</b>
						<b>Municipal Court</b>			
Municipal Court	0001-1320-0001-R132-006300-2009	Special Fund	Finish fiber connection install in Police Administration Building	\$10,000	\$381	\$9,619	\$9,619	\$9,619	* \$0
			<b>Municipal Court Total</b>	<b>\$10,000</b>	<b>\$381</b>	<b>\$9,619</b>	<b>\$9,619</b>	<b>\$9,619</b>	<b>\$0</b>
						<b>Neighborhood Services</b>			
Neighborhood Services	0001-3600-0001-R999-006300-2009	Operating Exp	Unanticipated expenses for 8 new Code Enforcement Inspectors for RRI and VBR programs	\$863,777	\$821,056	\$13,130	\$13,438	\$6,000	-\$7,438
Neighborhood Services	0001-3600-0001-R384-006300-2009	Special Fund	Fund potential shortfall in 2010 MADACC budget	\$1,667,018	\$1,663,768	\$3,250	\$3,250	\$0	-\$3,250
Neighborhood Services	0001-3600-0001-R999-006800-2009	Equipment	Computer expenses for 8 new Code Enforcement Inspectors	\$80,000	\$62,760	\$17,240	\$17,239	\$17,240	* \$1
Neighborhood Services	0001-3600-0001-S211-006300-2009	Special Purpose	Payment of delinquent property tax bills for city-owned vacant lots	\$47,859	\$10,747	\$32,859	\$32,859	\$32,859	* \$0
			<b>Neighborhood Services Total</b>	<b>\$2,658,654</b>	<b>\$2,558,331</b>	<b>\$66,479</b>	<b>\$66,786</b>	<b>\$56,099</b>	<b>-\$10,687</b>
						<b>Police Department</b>			
Police - Admin	0001-3310-0001-R999-006300-2009	Operating Exp	2009 Invoices	\$13,665,607	\$11,851,178	\$1,814,428	\$59,443	\$59,443	\$0
Police - Admin	0001-3310-0001-R999-006800-2009	Equipment	2009 Purchase Order closed without payment	\$2,463,687	\$2,370,177	\$10,843	\$4,871	\$4,871	\$0
Police - Admin	0001-3310-0001-D335-006300-2009	Contribution	(a) Metro Drug Unit Contributions	\$56,223	\$4,766	\$51,457	\$51,457	\$51,457	* \$0
Police - Admin	0001-3310-0001-D348-006300-2009	Contribution	(a) Regional Training Center Contributions	\$5,465	\$5,179	\$187	\$187	\$187	* \$0
Police - Admin	0001-3310-0001-D348-006800-2009	Contribution	(a) Regional Training Center Contributions	\$6,580	\$2,993	\$3,587	\$3,587	\$3,587	* \$0
Police - Admin	0001-3310-0001-D356-006300-2009	Contribution	(a) Canine contributions from the Greater Milwaukee Foundation	\$3,945	\$0	\$3,945	\$3,945	\$3,945	* \$0
Police - Admin	0001-3310-0001-D358-006300-2009	Contribution	(a) 2007 Asset Forfeiture Funds	\$121,014	\$31,039	\$89,975	\$89,975	\$89,975	* \$0
Police - Admin	0001-3310-0001-D358-006800-2009	Contribution	(a) 2007 Asset Forfeiture Funds	\$405,920	\$376,658	\$29,262	\$29,262	\$29,262	* \$0
Police - Admin	0001-3310-0001-D359-006300-2009	Contribution	(a) 2008 Asset Forfeiture Funds	\$321,948	\$118,845	\$203,103	\$235,036	\$203,103	* -\$31,933
Police - Admin	0001-3310-0001-D359-006800-2009	Contribution	(a) 2008 Asset Forfeiture Funds	\$148,824	\$59,960	\$88,864	\$140,539	\$88,864	* -\$51,675
Police - Admin	0001-3310-0001-D360-006300-2009	Contribution	(a) Bicycle Patrol Contributions	\$1,200	\$0	\$1,200	\$1,200	\$1,200	* \$0
Police - Admin	0001-3310-0001-D361-006300-2009	Contribution	(a) Operation Impact Contributions	\$44,506	\$0	\$44,506	\$44,506	\$44,506	* \$0
Police - Admin	0001-3310-0001-D362-006300-2009	Contribution	(a) 2009 Asset Forfeiture Funds	\$719,000	\$594,160	\$0	\$346,398	\$0	* -\$346,398
Police - Admin	0001-3310-0001-D362-006800-2009	Contribution	(a) 2009 Asset Forfeiture Funds	\$572,045	\$162,683	\$409,362	\$399,164	\$409,362	* \$10,198
			<b>Police Department Total</b>	<b>\$18,535,964</b>	<b>\$15,577,638</b>	<b>\$2,750,719</b>	<b>\$1,409,570</b>	<b>\$989,762</b>	<b>-\$419,808</b>
						<b>Employee Retirement System</b>			
ERS	0001-4500-0001-R464-006300-2009	Special Fund	Pension Management Information System (PMIS) implementation	\$1,064,524	\$56,101	\$1,008,423	\$1,008,423	\$1,008,423	* \$0









# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091256**

**File ID:** 091256

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:**

**Cost:**

**File Created:** 01/20/2010

**File Name:**

**Final Action:**

**Title:** Substitute resolution authorizing attendance at conventions, seminars and other travel.

### Notes:

#### Code Sections:

**Indexes:** CONVENTIONS, SEMINARS

**Sponsors:** THE CHAIR

**Attachments:** Fiscal note

**Drafter:** tjm

**Contact:**

#### Agenda Date:

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

**Effective Date:**

**Extra Date 2:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	01/20/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	02/03/2010	HELD TO CALL OF THE CHAIR				Pass
	<b>Action Text:</b>	A motion was made by ALD. COGGS that this Resolution be HELD TO CALL OF THE CHAIR. This motion PREVAILED by the following vote:					
Mover:	ALD. COGGS		Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac No:0				5-0
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		
0	FINANCE & PERSONNEL COMMITTEE	02/25/2010	HELD TO CALL OF THE CHAIR				Pass
	<b>Action Text:</b>	A motion was made by ALD. KOVAC that this Resolution be HELD TO CALL OF THE CHAIR. The motion PREVAILED by the following vote:					



# CITY OF MILWAUKEE FISCAL NOTE

A) DATE March 17, 2010

FILE NUMBER: 091256

Original Fiscal Note  Substitute

SUBJECT: Substitute resolution authorizing attendance at conventions, seminars and other travel.

B) SUBMITTED BY (Name/title/dept./ext.): Terry J. MacDonald, Staff Assistant/City Clerk-Common Council/Ext. 2233

C) CHECK ONE:  ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES  
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.  
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO:  DEPARTMENT ACCOUNT(DA)  CONTINGENT FUND (CF)  
 CAPITAL PROJECTS FUND (CPF)  SPECIAL PURPOSE ACCOUNTS (SPA)  
 PERM. IMPROVEMENT FUNDS (PIF)  GRANT & AID ACCOUNTS (G & AA)  
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Travel Fund		\$1,625.00		
<b>TOTALS</b>			\$1,625.00		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

# Poised for Progress RECON

THE GLOBAL RETAIL REAL ESTATE CONVENTION

MAY 23-25, 2010 | LAS VEGAS CONVENTION CENTER, LAS VEGAS, NV



**Blake Nordstrom**  
PRESIDENT, NORDSTROM



**Robert Reich**  
ECONOMIST, FORMER U.S. SECRETARY OF LABOR

## New Features for 2010

**Special Interest Group Forums**  
FOCUSED ON PROFESSIONAL DISCIPLINES  
OF THE INDUSTRY

**Global Retail Runway**  
LATEST RETAIL CONCEPTS AND EXPANSION  
PLANS OF GLOBAL RETAILERS

**Retail Showcase**  
RETAILERS FEATURED IN GALLERY SETTING

[www.icsc.org/2010SC](http://www.icsc.org/2010SC)

## Convention Highlights

- Over 1,000 Exhibitors
- More than 3,800 Retail Participants
- Unparalleled Networking Opportunities
- Outstanding Speakers and Industry Leaders
- 50 Educational Sessions and Workshops
- RECon Academy
- Continuing Education Credits
- Reconnect Pavilion: Recruiting, Retraining, Resources



**Virginia Postrel**  
AUTHOR & COLUMNIST



**Carson Kressley**  
ACTOR & FASHION DESIGNER



# *RECon: The World's Largest Gathering of Retail Real Estate Professionals*

For the past half-century RECon has attracted a worldwide audience of retail real estate professionals to take part in the industry's largest convention. In a class all its own, RECon sets the stage year after year providing the opportunity to make deals, form successful partnerships and grow professionally.

## **RECon 2010: More Efficient, More Affordable**

Introducing a streamlined 3-day schedule with all activities under one roof at the Las Vegas Convention Center to ensure the best use of your time.

### **Why You Should Attend:**

**Networking:** Make and renew important business contacts.

**Leasing Mall:** Meet with more than 1,000 of the world's leading developers, retailers, lenders, brokers and public officials.

**Trade Exposition and Green Zone:** Discover the industry's latest and most innovative products and services.

**New Special Interest Group Forums:** Participate in forums with like-minded professionals who share the same interests and backgrounds.

**Continuing Education Credits:** Earn CE Credits for submission of professional license renewals.

**Educational Sessions and Workshops:** Gain knowledge at 50 educational sessions and workshops to keep you informed on all the latest issues and trends.

**Reconnect Pavilion:** Consult with recruiters, job coaches and mentors to facilitate your job search, ease the transition into a new career or launch a new business venture.

**The International Franchise Association Multi-Unit Conference:** Attend the IFA Conference held in conjunction with RECon. Participate in IFA sessions and interact with franchisor senior-level executives and multi-use franchisees. For more information contact Lynette Darby at [ldarby@franchise.org](mailto:ldarby@franchise.org).

**Discounts on Hotel and Travel:** Take advantage of All-Inclusive Packages from just \$788 and discounted rates at economy and premium hotels. Contact DePrez Travel at +1 888 427 2885 Ext. 412 or [icsctravel@depreztravel.com](mailto:icsctravel@depreztravel.com) for more information.

**For complete program, registration, exhibitor, hotel and travel information and forms, visit [www.icsc.org/2010SC](http://www.icsc.org/2010SC)**

# A preview of RECon 2010 exhibitors & attendees as of 1/15/10

Visit [www.icsc.org/2010SC](http://www.icsc.org/2010SC) for the most up-to-date information.

## RETAILER EXHIBITORS & ATTENDEES

24 Hour Fitness	Casual Male Retail Group, Inc.	Fresh and Easy Neighborhood Market, Inc.	Levtran Enterprises, Inc.	Pendleton Woolen Mills	Stasburg-Jarvis Inc. dba Strasburg Children	Walgreen Co.
7-ELEVEN, INC.	Cato Fashions	GameStop, Inc.	Life Time Fitness	Pet Supermarket, Inc.	Sterling Jewelers Inc.	Walmart Stores, Inc.
99c Only Stores	Century 21 All Islands	Gap Inc.	LifeWay Christian Stores	Petco Inc.	Stewart and Perry	Wendy's International, Inc.
A and E Stores Inc.	Charlotte Russe, Inc.	General Nutrition Corporation	Limited Brands	PETSMART Inc.	Styles For Less	Which Wich Franchise Inc.
A & W Food Services of Canada Inc.	Charming Shoppes, Inc.	Genesco Inc.	Little Caesar Enterprises, Inc.	Phantom Fireworks/B.J. Alan Company	Subway Real Estate Corp.	White Castle System, Inc.
ABC Appliance Warehouse Inc.	Checkers Drive In Restaurants Inc.	Giant Eagle, Inc.	Liz Claiborne Inc.	Phillips-Van Heusen Corporation	Sullivan Tire Co. Inc.	Wilson's Leather
Abercrombie & Fitch	Cheddar's Casual Cafes	Giant Food Stores, LLC	Logans Roadhouse Restaurants	Pier 1 Imports	SuperValu Inc.	X-Team
Academy Sports + Outdoors	Chick-fil-A, Inc.	Godiva Chocolatier Inc.	Lowe's Companies Inc.	Pinch A Penny, Inc.	Sur La Table, Inc.	Yum! Brands, Inc.
Ace Hardware Corp.	Chico's FAS, Inc.	Golden Corral Corporation	Lucernex	Planet Fitness	Swarovski Retail Ventures	Zoom Systems
Adidas Retail Outlets	Chipotle	Gosh Enterprises Inc.	Lucille Roberts Fitness Centers	Pollo Tropical	Sweetbay Supermarket	
Advance America	Christian Brothers Automotive Corp.	Grand Gateway	M Crowd Restaurant Group	Polo Ralph Lauren Corporation	T-Mobile	<b>FINANCIAL/ CAPITAL SOURCES EXHIBITORS &amp; ATTENDEES</b>
Aerials Express	Chuy's Opco, Inc.	Great Clips Inc.	M Retail Solutions	Popeyes	Target Corporation	Aero Financial Services
Aldi Inc.	Citi Trends	Great Fortune Corporation	Macy's, Inc.	Premier Salons/Trade Secret/Pure Beauty	The Cheesecake Factory	Amalfi Advisors, Inc.
Alfred Angelo Bridal	CKE Restaurants Inc.	Great Wraps, Inc.	Maidenform	Priority Sign, Inc.	The Children's Place	Angelo, Gordon Co.
American Greetings Corp.	Coach	Grocery Outlet Inc.	Mandee Shops – Annie Sez	Protocol, LLC	The Coffee Bean and Tea Leaf	APG Asset Management US Inc.
Ann Taylor Inc.	Coldwater Creek, Inc.	Guess?, Inc.	McDonald's Corporation	Rack Room Shoes, Inc.	The Container Store	Aries Capital, LLC
Anytime Fitness	Collective Brands, Inc.	Hallmark Cards	Melrose	Raley's Supermarkets	The Dress Barn, Inc.	Bank of America
Arby's Restaurant Group	Color Inc. dba The Destination Strs	Halloween Express, LLC	Menchie's Group, Inc.	Ralphs Grocery Company	The Estee Lauder Companies Inc.	Bank of the West
Armani Exchange	Cracker Barrel Old Country Store, Inc.	Hanesbrands, Inc.	Metropark USA Inc.	Ratner Companies	The Gymboree Corporation	Barclays Capital
Ashland/Valvoline	Crickit Communications, Inc.	Hannaford Bros. Co.	Metropolis Retail, Inc.	Red Mountain Retail Group, Inc.	The Haagen-Dazs Shoppe Company, Inc.	Bear Stearns and Co. Inc.
AT&T Mobility	CTM Group Inc. dba South Mountain Kiddie Rides	Harbor Freight Tools	Metropolitan Theatres Corporation	Red Robin International	The Home Depot Inc.	Berkowitz Dick Pollack and Brant
Au Bon Pain	CVS/Pharmacy	Harris Teeter Inc.	Michael Riney Inc.	Regal Entertainment Group	The Learning Experience	BlueMark Capital
Auntie Anne's Inc.	Cypress Retail Group	Hastings Entertainment Inc.	Michael Salove Company	Regency Beauty Institute	The Mattress Firm	BMO Capital Markets
AutoZone, Inc.	Darden Restaurants, Inc.	Hawkeye Realty LLC	Michaels Stores Inc.	REI	The Men's Wearhouse	BroadLands Financial Group, LLC
Bare Escentuals	Dave and Buster's, Inc.	HEB Grocery Company	MillerDavis Company	Restoration Hardware, Inc.	The OutSource Group	Cathay Bank
Bass Pro Shops	DEB Shops, Inc.	Helzberg Diamonds	Modell's Sporting Goods	Retrofitness LLC	The Pep Boys	Chatham Financial
Belk, Inc.	Del Taco, LLC	Hibbett Sporting Goods, Inc.	Molto Capital LLC	Rita's Franchise Company	The RUSH Fitness Complex	CIBC World Markets
Ben Bridge Jeweler, Inc.	Denny's Inc.	Hobby Lobby Stores, Inc.	Morton's Restaurant Group Inc.	Rite Aid Corporation	The Stop and Shop Supermarket Company	Citi
Best Buy Co., Inc.	Deseret Industries	Hudson's Bay Company	MPA Inc.	Ritz Camera Centers, Inc.	The Swatch Group (US), Inc.	City National Bank
Big 5 Sporting Goods	Destination Maternity Corporation	Hungry Howie's Inc.	Mrs. Fields Famous Brands/TCBY	Rooms To Go, Inc.	The Talbots, Inc.	Cornerstone Capital Corporation
Big Lots	Dick Allan and Associates	Hush Puppies Retail	Murphy Oil Corporation	S and A Stores, Inc.	The Timberland Company	Defeaselt
BJ's Restaurant and Brewhouse	Dick's Sporting Goods Inc.	Hyatt Hotels Corporation	National Amusements, Inc.	Safeway Inc.	The TJX Companies, Inc.	DePaul Real Estate Investment Group, Inc.
Bojangles' Restaurants	Dillard's, Inc.	IJM Enterprises	National Stores Inc.	Saks Fifth Avenue	The Vitamin Shoppe	Donald Zucker Company
Borders Group, Inc.	Dollar General Corporation	In-N-Out Burger	Nautica	Save-A-Lot Food Stores	The Wet Seal, Inc.	Eastdil Secured
BP/Arco	Dollar Tree Stores, Inc.	International Dairy Queen, Inc.	Nautica Retail USA Inc.	SEE'S CANDIES, INC.	Theisen Vending Company	Eastern Union Funding
Bravo/Brio Restaurant Group	Domino's Pizza, LLC	J. Alexander's Corporation	Nestle Toll House Cafe	Select Comfort Retail Corporation	Tim Hortons	Equiventure Capital LLC
Bridgestone Retail Operations, LLC	Dots, LLC	J. Crew	New York and Company	Sephora USA, Inc.	Total Wine and More	Eurohypo AG
Brinker International	Dress Barn	Jack In The Box	Nike, Inc.	Shoe Carnival, Inc.	Toys R Us, Inc.	FBS Property Tax Abatement, LLC
Brown Shoe Company	Duane Reade, Inc.	Jamba Juice Company	Nordstrom, Inc.	Shoe Show, Inc.	Trans World Entertainment Corp.	GE Capital Franchise Finance
Bruegger's Enterprises, Inc.	Dunkin' Brands Inc.	James Avery Craftsman	NYS Collection	Simply Fashion Stores, Ltd.	Tropical Smoothie Cafe	GE Real Estate
Buffalo Wild Wings, Inc.	Eddie Bauer, Inc.	JC Penney	Orvis	Skechers U.S.A.	True Religion Brand Jeans	GID Investment Advisers LLC
Build-A-Bear Workshop	Equinox Fitness Clubs	Jewelry Repair Enterprises Inc.	OSI Restaurant Partners, Inc.	Smart and Final Stores Corporation	Tuesday Morning Inc.	GNR Technologies Inc.
Burger King Corporation	Factory Connection, LLC	Jimmy John's Gourmet Sandwiches	Pacific Sunwear Of California	Soho Fashion Inc.	Ultimate Electronics	Houlihan Lokey
Burlington Coat Factory Warehouse	Family Christian Stores Inc.	Jo-Ann Stores, Inc.	Pamida, Inc.	Sonic Industries	Ultra Stores, Inc.	International Strategy and Investment
Calendar Holdings LLC	Family Dollar Stores, Inc.	Jo.S. A. Bank Clothiers, Inc.	Panda Restaurant Group, Inc.	Spencer Gifts LLC	Unified Grocers, Inc.	ISI Group
Capital Retail Group	Famous Dave's of America	Kohl's Department Stores, Inc.	Pandora	Spirit Halloween Superstores	Uno Restaurants, LLC	John Hancock Financial Services
Carlson Restaurants Worldwide	Famous Wok, Inc.	Kwik Trip, Inc.	Panera Bread	Sport Chalet Inc.	US Cellular	JP Morgan Chase Bank, N.A.
Cartridge World, International	Fantastic Sams Hair Salons	L Tran Enterprises	Papa Murphy's International	Sport Clips, Inc.	Verizon Wireless	JP Morgan Investment Management Inc.
Cash Store/Cottonwood Financial	Firehouse Restaurant Group, Inc.	LA Fitness International, LLC	Party City Corp.	Sprouts Farmers Market	Village Roadshow Gold Class Cinemas	
	Five Below Inc.	Landmark Western	Party Retail Group	Stage Stores, Inc.	Von Maur, Inc.	
	Flip Flop Shops, LLC			Staples, Inc.	Wakefern Food Corporation	
	Focus Brands					
	Foot Locker Realty Inc.					

Lazard Freres and Co.	Bayer Properties	City of Irondale, AL	Developers Diversified Realty	Granbury/Hood County Economic Development	Lamar Companies	Oswego Economic Development Corporation
Lehman Brothers	Beale Group, Inc., The	City of La Vista, NE	Developers of Outlet Centers & Retailers	Greater Oklahoma City Chamber	LANE4 Property Group	Palmer Team, The
Macquarie Capital (USA) Inc.	Bear Creek Capital, LLC	City of Las Vegas, NV	Developers Realty Corporation	Greater Omaha Economic Development Partnership	Lauth, Inc.	Passco Companies, LLC
Madison Abstract Inc.	Beau Box Commercial Real Estate	City of McHenry, IL	Development Corporation of Mercedes	Grubb & Ellis	Lee & Associates	Paster Enterprises, LLC
Madison Capital L.L.C.	Bellevue Square	City of Menifee, CA	DFW Marketing Team	Gumberg Asset Management Corp.	Legaspi Company, The	Pederson Group, Inc.
Madison International Realty	Benderson Development Company, LLC	City of Montclair, CA	Dial Companies	Hadler Realty Co.	Legend Properties, Inc.	Pennsylvania Real Estate Investment Trust
Marabella Commercial Finance, Inc.	Bennett Williams Realty	City of Moreno Valley, CA	Dillin Corp.	Halpern Enterprises, Inc.	Levin Management Corp.	Peterson Companies, The
Mark Leevan Investment Co.	Best Western International, Inc.	City of Murrieta, CA	DiMarco Group, The	Hamburg Place	Lewis Retail Centers	Phillips International
Merrill Lynch and Company	BH Properties	City of North Las Vegas, NV	DJM Capital Partners, Inc.	Harlem Irving Companies, Inc., The	Lincoln Property Company	Phillips Edison & Company
Mesa West Capital	Birchwood Resultants, LLC	City of Oakland, CA	DJM Realty	Hawkins Companies	LMS Commercial Real Estate	Pine Tree Commercial Realty, LLC
Metropolitan National Bank	Blake Hunt Ventures, Inc.	City of Orange, CA	DLC Management Corp.	Hekemian & Co. Inc.	Longview Economic Development Corporation	Pinnacle Realty, Inc.
Mid First Bank	Boos Development Group, Inc.	City of Oxnard, CA	Donahue Schriber	Hendon Properties	Lormax Stern Development	Plaza Las Americas, Inc.
Mountain Funding, LLC	Bourn Partners	City of Rialto, CA	DRA Advisors, LLC	Hibbing Economic Development Authority	Louisiana Economic Development	Plaza Properties, Inc.
NorthMarq Capital	Breslin Realty Development Corp.	City of Riverside, CA	Eastern Union	Highwoods Properties	Macerich	Poag & McEwen Lifestyle Centers
Northwood Investors	Bright Realty, Ltd.	City of Rowlett, TX	Echo Real Estate Services Company	Hilco Real Estate, LLC	MacKenzie Retail, LLC	Pohl, Brown & Associates
PB Capital Corporation	Brighton Corporation	City of Sacramento, CA	Eclipse Development Group	Hill Partners, Inc.	Malachite Group, Ltd.	Pollard Group, The
Plante and Moran PLLC	Broadbent Company, The	City of San Bernardino, CA	Economic Development Corporation of Utah	Hocker Group, The	Mall Properties, Inc.	Ponca City Area Chamber of Commerce
PNC Bank	Brookfield Properties	Economic Development Agency	Edens & Avant	Hogan Real Estate	Marcus & Millichap	Prime Retail
Prudential Mortgage Capital Company	Brookhill Group, The	City of Santee, CA	Edgewood Properties	Hopkins Real Estate Group	Market Land Company	Primestor Development, Inc.
Prudential Real Estate Investors	BVT Equity Holdings, Inc.	City of Tehachapi, CA	ElectriCities of NC, Inc.	Horizon Group Properties	Marketplace Concept, The	Prism Company, Inc., The
Raymond James and Associates Inc.	C.J. Segerstrom & Sons	City of Tolleson, AZ	Embree Asset Group, Inc.	Horne Properties, Inc.	Matanky Realty Group	Pyramid Management Group, Inc.
RBC Capital Markets	Cafaro Company	City of Tuscaloosa, AL	Endeavor Real Estate Group	Howard Group	McCaffery Interests	Quantum Companies
RCG Longview	Capital Pacific	City of West Richland, WA	Equity One, Inc.	Hull Storey Gibson Companies, LLC	McClinton & Company, Inc.	Quine & Associates, Inc.
Shepard, Schwartz and Harris	Carbinvest	City of Whittier, CA	Evergreen Development Company	Hurston Euless Bedford Economic Development Foundation	Meridiana Capital Group	Ramco-Gershenson
Signature Bank	Carlsbad Department of Development	Cleveland Construction, Inc.	Faison	Hutensky Group, The	Merlone Geier Management	Rappaport Companies, The
Stifel, Nicolaus and Co., Inc.	Carpcionato Properties, Inc.	Codding Enterprises	Faris Lee Investments	IDS Real Estate Group	MetroNational	RD Management, LLC
SunTrust Bank Atlanta	Caruso Affiliated	Coldwell Banker Commercial Affiliates	Federal Realty Investment Trust	Inland Real Estate Group of Companies, Inc., The	Mexico Retail Properties	Read King
TD Bank	Casto	Cole Real Estate Investments	Feil Organization, The	Insite Real Estate, LLC	Meyer C. Weiner	Realm Realty
The Cost Segregation Group	CB Richard Ellis Retail Services	Colliers International	Festival Companies, The	Inter-Cal Real Estate	MG Herring Group, The	Realty Resources Network
The Lamy Group, Ltd.	CBL & Associates Properties, Inc.	Colonial Properties Trust	Fidelis Realty Partners	Irvine Company, The	Mid Texas Economic Development Corporation	RealtyLink, LLC
TIAA-CREF	CCIM Institute	Combined Properties, Inc.	First Allied Corporation	Ivanhoe Cambridge	Midland Atlantic	Reata Real Estate Services, LP
U.S. Bank	Cedar Shopping Centers, Inc.	Commercial Realty Advisors NW, LLC	First Hartford Realty Corporation	J. Herzog & Sons, Inc.	Milestone Associates, Inc.	Red Development
UBS Investment Bank	Cedarwood Development (Cedarwood Companies, The)	Construction Planigrupo	First Interstate Properties, Ltd.	JBG Rosenfeld Retail	Mimco, Inc.	Red Mountain Retail Group
Virtual Premise, Inc.	Centennial American Properties, LLC	Continental Properties Company, Inc.	First Western Properties	Jeffrey R. Anderson Real Estate	Montana Department of Natural Resources and Conservation	Regency Centers
Wells Fargo Securities, LLC	CenterCal Properties, LLC	Copaken, White & Blitt	Flocke & Avoyer	Jim Wilson and Associates, LLC / co-Ronus Prop	Morgan & Dreiseszun	Regency Properties
Westdeutsche ImmobilienBank	Centro Properties Group	COR Development Company	Forbes Company, The	JNS Real Properties	Moody Ramin Interests	Reliable Properties
Wipfli LLP	Chainlinks Retail Advisors	Cordish Company, The	Forest City Enterprises	John Bowles Company, The	Myron M. Hunt, Inc.	Retail Brokers Network
<b>LEASING MALL EXHIBITORS</b>	Chase Properties	Cormac Company	Forney, Texas Economic Development Corporation	Joint Economic & Community Dev. Board of Wilson Co., TN	NAI Black	Retail Connection, The
Acadia Realty Trust	City of Adelanto, CA	Cornestone Capital Corp.	Foursquare Properties, Inc.	Jordan Perlmutter & Co.	NAI Global	Retail Development Advisors
Aeon Co., Ltd.	City of Albertville, AL	Council of International Restaurant Real Estate Brokers	Fulcrum Property Group, Inc.	Joseph Freed and Associates	Naperville Development Partnership	RETA Planning Corporation
Agree Realty Corporation	City of Auburn, AL	Courtelis Company	G.J. Grewe, Inc.	Kahn Development Company	Nassimi Realty	REZA Investment Group, Inc.
Alliance for Downtown New York	City of Barstow, CA	Cousins Properties, Inc.	Gator Investments	Kessinger/Hunter	National Realty & Development Corp.	Richard E. Jacobs Group, The
AMREIT	City of Barstow, CA	Coyote Management, L.P.	GBT Realty Corporation	KeyPoint Partners	National Retail Properties	Ripco Real Estate
Amsource Development, Inc.	City of Barstow, CA	Craig Realty Group	Geenen DeKock Properties	KG Properties	New England Development	Rivercrest Realty Investors
Archon Retail	City of Center Point, AL	Creswin Properties, Inc.	General Growth Properties, Inc.	Kilduff Company, The	New England Retail Properties, Inc.	Riverside County Economic Development Agency
Arizona Partners	City of Chino, CA	Crosland, LLC	Gibraltar Management Co., Inc.	Kimco Realty Corporation	Newmark Knight Frank Retail	RJL Real Estate Consultants
Armstrong Capital	City of Clarksville, TN	Crosspoint Realty Services, Inc.	GID Investment Advisors	Kitchell Development Company	NewMark Merrill Companies	Robert B. Aikens & Assoc., LLC
Armstrong Development Properties, Inc.	City of Clovis, CA	Crown Acquisitions	Gilad Development, Inc.	Kite Realty Group	NewQuest Properties	Robert K. Futterman & Associates
Aronov Realty Management, Inc.	City of Coachella, CA	Cubellis	GK Development, Inc.	KLN Retail	Next Realty	Rosenshein Associates
Ashkenazy Acquisition	City of Compton, CA	Cullinan Properties	Glimcher	Koman Properties, Inc.	Northgate Associates	Royal Seal Companies
Ashley Company	City of Covina, CA	Cushman & Wakefield	Goodale & Barbieri Company	Konover South	Northpark Management Company	RREAL
ATCO	City of Dallas, TX – Economic Development	David Hocker & Associates, Inc.	Goodman Company, The	Kornwasser Shopping Center Properties	Northwest Atlantic	Rubloff Development Group, Inc.
AWE Talisman Companies	City of Doral, FL	Davis Street Land Company	Graco Real Estate Development, Inc.	Kossman Development Company	Northwest Independent Mall Group	Rutherford County Chamber of Commerce
BAA USA, Inc.	City of Fontana, CA	DeBartolo Development	Graham Corporation/Bows Real Estate	Krausz Companies, Inc., The	Oliver McMillan	S.L. Nusbaum Realty Co.
Baltimore Development Corporation	City of Garden Grove, CA	Decron Properties, Inc.			Olympia Development (Illitch)	Samuels & Associates/Visconsi Companies
Basser-Kaufman	City of Grapevine, TX	DeRito Partners, Inc.			O'Neil Properties Group	Sansone Group
	City of Hesperia, CA	DESCO Group, The				
	City of Highland, CA	Design International				

Saul Centers  
Schlosser Development Corporation  
Schostak Brothers & Co., Inc.  
SDI Realty  
Selig Enterprises, Inc.  
Sembler Company, The  
ServiceStar Development Company LLC/AAFES  
Sharp Realty & Management, LLC  
Shea Properties AKA Wood Investments  
Sierra Realty Advisors  
Site Source Retail Network  
Skilken  
Slawson Commercial Development Company  
Sperry Van Ness International  
Springstead & Associates, Inc.  
SRS Real Estate Partners (formerly Staubach Retail)  
Stan Johnson Company  
Stanbery Development, LLC  
Stark Enterprises  
Steiner + Associates, Inc.  
Stirling Properties  
Stoltz Management  
Strategic Development Advisors, Inc.  
StreetSense  
Stuart Makler & Associates, Inc.  
Sundance Square  
Tanger Factory Outlet Centers  
Taubman Company, The  
Tejon Ranch Company  
Terramar Retail Centers, LLC  
Terranova Corporation  
Territory Incorporated  
THF Realty, Inc.  
Thor Equities, LLC  
Tivoli Village at Queensridge AKA Executive Home Commercial  
TKO Real Estate Advisory Group  
Town of Apple Valley, CA  
Town of Little Elm, Texas/Economic Development Corporation  
Town of Lockport, NY  
Trammell Lock Company  
Tri-Land Properties, Inc.  
Triple Five NV Development Corporation  
Triyar Companies, LLC  
Tucker Development Corporation  
Turnberry Associates  
Twin Rivers Capital, LLC  
UCR Urban  
Urban Retail Properties, LLC  
Velmeir Companies, The  
Vestar Development Co.  
Village of Arlington Heights, IL  
Village of Channahon, IL  
Village of Hoffman Estates, IL  
Village of Matteson, IL  
Village of New Lenox, IL

Villages, The  
Vintage Real Estate, LLC  
Vornado Realty Trust  
W.M. Grace Development Company  
Washington D.C. Economic Partnership  
Watt Companies  
Weingarten Realty  
Weitzman Group, The  
Welco Realty  
Western Retail Advisors, LLC/Strategic Retail Group/Metro Commercial Real Estate  
Wharton Realty Group  
White-Leasure Development Company  
Widewaters  
Wilder Companies, The  
Williams Jackson Ewing Inc.  
Wilmore Management Group  
Wisconsin Leasing Group – Anding Realty  
Wolford Development, Inc.  
Wolfson Verrichia Group, Inc.  
Woodmont Company, The  
Woolbright Development  
WP Realty Inc.  
WS Development  
Wulfe & Co.  
X-Team  
Zamias Services, Inc.  
Zaremba Group, LLC

## TRADE SHOW EXHIBITORS

A.C.I. Commercial Roofers  
Adjusters International  
Advanced Pavement Tech.  
Aerials Express  
Affiliated Ground Maintenance Group, Inc.  
Alliant Insurance Services  
AMTdirect (Asset Management Technologies)  
APOC  
Applied Media Technologies Corporation  
ARGUS Software  
Arquimuebles  
Asbestways Service Corp.  
ATAS International, Inc.  
Avian Flyaway, Inc.®  
Bock and Clark  
Bradley Corporation  
Brickman  
Busch Systems International, Inc.  
Buxton  
Calico Building Services, Inc.  
Carlisle Syntec  
CenterSoft Corp  
CETCO  
Competitive Analytics Professionals, LLC  
Coronado Stone Products  
Cost Segregation Group, The  
Costar Group

CPI Daylighting, Inc.  
Crystal Piano Trading LLC  
Daktronics  
Dekra-Lite  
Dietz Partnership, The  
Dinyari, Inc.  
Directory of Major Malls/Shopping Center Digest  
Disposa Cone/Vanguard ADA Systems  
DuMor, Inc.  
Dunn-Edwards Corp.  
Duro-Last Roofing Inc.  
Easi File  
Eclipse Lighting, Inc.  
Electric Time Company, Inc.  
Eleven Western Builders, Inc.  
Emuamericas, LLC  
ESRI  
FabriTec Structures  
FASTSIGNS  
Finrock Design-Manufacture-Construct, Inc.  
Firestone Building Products  
Forum Analytics  
GE Water & Process Technologies  
Genesys Systems  
Geographic Investigations, LLC  
geoVue, Inc.  
GNR Technologies  
greenscreen®  
Hargrave Custom Yachts  
Hauser Industries, Inc.  
Hopkins Appraisal Services  
Horizon Retail Construction  
Hubbell Lighting, Inc.  
Huff Construction Company, Inc.  
IAP/Inter Art Properties  
IB Roof Systems  
Intalytics  
International Society of Prime  
Interstate Cleaning Corporation  
IPC (Integrated Paving Concepts)  
IPC International Corporation  
Jousting Real Estate  
KEMRON Environmental Services, Inc.  
Keystone Ridge Designs, Inc.  
Kiddie Kab Strollers by CSLTD  
Kohler Co.  
KRS Construction Inc.  
Kwid Media Inc.  
Langan Engineering & Environmental Services  
LiveRoof, LLC  
LoopNet Inc.  
Lucemex Technologies  
Madison Capital, LLC  
Mapes Canopies  
Mapping Analytics  
Market Planning Solutions, Inc.  
Medi-Rub Corporation  
Mid-Western Commercial Roofers, Inc.  
Mr. Clean Carwash

MRI Software  
My Subject Space, LLC  
Nana Wall Systems  
Nelson Paving/Goldstar Asphalt Products  
Neogard  
Nexstar, Inc.  
Nichiha USA  
Nielsen Company, The  
North American Roofing Services  
North American Signs, Inc.  
P&P Artec Inc.  
Pacific GeoPro  
Petersen Aluminum Corporation  
Pictometry International  
Pitney Bowes Business Insight  
PostGuard by Encore  
Presto Geosystems  
Priority Sign, Inc.  
Private Garden  
PRT Consulting, Inc.  
Quantitative Analysis  
Randolph Rose Collection  
Retail Lease Trac. Inc.  
Retail Traffic  
Rockford Construction  
ROIC Analytics, LLC  
Roux Associates, Inc.  
Sage  
Schindler Elevator Corp  
SealMaster  
Shopping Center Business  
Sites USA  
Skyline Software  
Southwest Windpower  
SRC, LLC  
Statewide Disaster Restoration  
STDBonline  
Steelrock Roof Products  
StormTech, LLC  
StormTrap  
SunGreen Systems, Inc.  
Sunoptics  
Synergos Technologies, Inc.  
Terrabooost  
Trade Area Systems, Inc.  
Tri-North Builders  
TYMCO, Inc.  
Upbeat Site Furnishings  
UTC Power  
Vanguard ADA Systems  
Victor Stanley, Inc.  
Virtual Premise, Inc.  
Visionscape Imagery  
VP Buildings, Inc.  
Watry Design, Inc.  
WLS Lighting Systems  
Xceligent, Inc.  
X-Span Results, Inc.  
Yardi Systems, Inc.

MAY 23-25, 2010 • LAS VEGAS, NV

Poised  
for  
Progress  
**RECON**  
THE GLOBAL RETAIL REAL ESTATE CONVENTION

## PROGRAM



 ICSC



Poised for Progress  
**RECON**  
PROGRAM 2010

## Saturday, May 22

12:00 noon – 5:00 pm  
**Registration**

## Sunday, May 23

8:00 am – 6:00 pm  
**Registration**

8:00 am – 6:00 pm  
**Reconnect Pavilion**



Recruiting, Retraining & Resources, an exciting and timely initiative to address the changing needs of RECon attendees all in one convenient location. The Pavilion features a wide range of information and resources, sessions and one-on-one coaching for attendees looking to improve their job skills, transition into a new career, recruit employees or launch a new business.

9:00 – 9:30 am  
**First Timers' Orientation**

CHAired BY:



**John Crossman**  
President  
Crossman & Company  
Orlando, FL

An informative overview of how to maximize your convention experience. Learn the in's and out's of navigating this event from those who are in the know.

9:00 am – 12:00 noon  
**RECon Academy**

### Leasing Shopping Centers: Deal Making Techniques and Attaining CLS Certification

Sponsored by CLS Committee

Separate registration required

Learn how to deal with today's pressures to maximize funds from operations through a well thought out leasing program that increases rental income and achieves an optimum tenant mix. This course is intended to increase your awareness of the effects of leasing transactions on financial performance. It will examine the investment criteria for retail properties and the impact of the leasing process on the valuation of the center. This class includes a review of the Certified Leasing Specialist (CLS) exam and you will be given a sample exam to get you familiarized with the process in the event you seek the prestigious CLS certification.

9:45 – 10:45 am  
**Workshops**

#### 1. Extend, Pretend and Workout

CHAired BY:



**Oscar Rivera, Esq.**  
Managing Shareholder  
Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A.  
Plantation, FL

This session will navigate through the current climate of extensions and workouts in an era of tranching debt, limited liquidity and bank takeovers.

#### 2. Outlet Retailing's Next Steps



CHAired BY:



**David Ober**  
President  
Pennsylvania Management Associates  
Lancaster, PA

All retail must evolve to survive, even the sectors that do well in recessions. The question for the future of outlet retailing isn't the old debate of whether manufacturers and vertical retailers should open outlet chains, but rather how should the industry prepare for changes in consumer behavior, the global economy and access to information? What will be the role of outlet chains and outlet centers in 10 years? How will the outlet channel of distribution fit into the overall retail picture? Can outlets continue to provide flexibility for manufacturers? Accessibility to information has rapidly increased consumers' retail intelligence, so how will outlets adapt to the changing consumer? Finally, how can

the outlet industry assure its place in the forefront of tomorrow's retail culture? This panel of global outlet executives explores the various paths that outlet retailing must study in order to stay fresh and exciting in the consumer's eyes.

### 3. Cutting Edge Ways to Reduce the Cost of Opening New Stores

CHAired BY:



**Ryan Cunningham**

President  
Javelin Solutions  
Englewood, CO

From reassessing site selection parameters to developing multiple footprint sizes to value engineering fit out, retailers and food concepts need to find ways to lower the cost to open new units. With lower upfront costs, financing becomes easier, more units can be opened on the same budget and unit profitability increases. Hear from site selection and design/construction experts as well as cutting edge retailers and food providers on ways to reduce costs and increase profitability.

## NEW!

10:45 am – 12:00 noon

### Special Interest Group Forums



Special Interest Groups (SIGs) focus on a specific discipline of the industry and allows industry professionals to get together to share common ideas, interests and challenges. They also provide a tremendous opportunity to network with colleagues and engage with business associates. These group meetings will allow for informal interactive discussions.

The Special Interest Groups will be launched at RECon 2010. All registrants will receive a registration form with an opportunity to attend a Special Interest Group Forum focusing on their professional discipline. You must be involved in that specific sector of the industry to qualify. While there is no additional cost, RSVPs are required for entry. For more information and registration visit the RECon website at [www.icsc.org/2010SC](http://www.icsc.org/2010SC) and click on Special Interest Groups.

1. Women in Retail Real Estate
2. Retailers
3. Alliance/Public and Private Sector
4. Students
5. Legal
6. Private Developers/ Sole Proprietors
7. Leasing
8. Finance
9. Architecture/Design
10. Construction

12:15 – 1:30 pm

### Special Interest Groups and ICSC Leadership Brunch

By Invitation Only

Tickets are required for entry to this event. You will be sent an invitation upon receipt of your registration for a Special Interest Group. You must RSVP in advance. There will be no on-site registration for this event. Tickets can be picked up at the Special Interest Group Forum you attend. In addition, invitations will be mailed to ICSC Volunteer Leadership.

1:30 – 4:30 pm

### RECon Academy



### Market, Site and Financial Feasibility and Attaining CCIM Certification

Co-hosted by CCIM and ICSC

Separate registration required

Learn how to conduct a market and site feasibility analysis for a proposed retail development. In this class you will learn to define a market area, as well as to identify and collect the market data needed to evaluate store supply and demand and then quantify the gap. You will also learn various ways to measure the financial feasibility of the development. If you are interested in seeking your CCIM certification, this is a great course to familiarize yourself with the program as it pertains to retail.

2:00 – 3:15 pm

### Opening General Session

### The New Consumer Reality: The Business Implications of Cultural Trends

CHAired BY:



**Virginia Postrel**

Author and Columnist

Everyone agrees that consumers are now looking for "value." But value means more than low prices. What does it imply for shopping environments? Do consumers want to spend money in the same places they want to spend time? What value can physical shopping centers offer that online shopping can't? How can intangibles – glamour, excitement, escapism – add value to the shopping experience? How can you give consumers permission to spend?

Virginia Postrel's work focuses on aesthetics and her most recent publication *The Substance of Style: How the Rise of Aesthetic*

# Sunday, May 23

*Value is Remaking Commerce, Culture and Consciousness*, explores how the look and feel of things has become the new and required ingredient in creating economic value and how to turn the trend toward aesthetics to a competitive advantage.

Ms. Postrel has been a contributing editor for *The Atlantic* writing a monthly column on "Commerce and Culture" and a columnist for *Forbes* magazine. For six years, she was an economics columnist for *The New York Times*.

2:00 – 6:00 pm

## Leasing Mall, Trade Exposition and Green Zone

RECon's business energizers – where networking, innovation, grand ideas and good old fashioned deal making come alive and form the heartbeat of this exciting convention.

2:00 – 6:00 pm

## Public Sector Showcase

An exhibit gallery illustrating how various cities have transformed by creating new and exciting retail concepts.

2:00 – 6:00 pm

## Design Trends

A virtual showcase displaying cutting edge concepts in innovative shopping center design.

2:00 – 6:00 pm

## Green Pavilion

An educational exhibition area where you will learn about new trends in sustainable building design relating to environmentally-friendly stores and shopping centers.

2:00 – 6:00 pm

## Informal Deal Making and Networking Lounge

A lounge for attendees on the show floor to sit, relax, grab some food and make deals.

4:30 – 6:00 pm

## Fortune Tellers Reception



Join ICSC's global network of researchers and research users for an opportunity to meet, greet and expand your research network. This event will also acknowledge and present the winner of ICSC's 2010 Researcher Award, which is given to recognize a researcher who has contributed significantly of one's time, talents and efforts to advance various ICSC research initiatives. Only your business card is necessary for admission. Open to all attendees.

7:00 – 10:30 pm

## The Night of the Stars



GUEST HOST:



**Kevin Nealon**

*Actor and Comedian*

You're invited to the Night of the Stars dinner and gala event starring the popular comedian and TV and movie actor, Kevin Nealon. The gala begins with a cocktail reception providing an ideal opportunity for you to entertain clients and meet new contacts in the industry before the entertainment and awards ceremony honoring the Best-of-the-Best in our industry. All net proceeds to benefit the ICSC Foundation. An additional fee is required. Register now at [www.icsc.org/2010NOS](http://www.icsc.org/2010NOS).

# Monday, May 24

6:30 am – 5:00 pm

## Registration

8:00 – 9:30 am

## Women in Retail Real Estate Breakfast



Held in conjunction with CREW Network

8:00 am – 5:00 pm

## Leasing Mall, Trade Exposition and Green Zone

The first full day that offers the opportunity to network, learn about new products and services and engage in good old fashioned deal making.

8:00 am – 5:00 pm

## Public Sector Showcase, Design Trends, Green Pavilion and Informal Deal Making and Networking Lounge

8:00 am – 5:00 pm

## Reconnect Pavilion



Recruiting, Retraining & Resources, an exciting and timely initiative to address the changing needs of RECon attendees all in one convenient location. The Pavilion features a wide range of information and resources, sessions and one-on-one coaching for attendees looking to improve their job skills, transition into a new career, recruit employees or launch a new business.

9:00 – 10:00 am

## General Session

### The World Economy: The Great Slowdown and a Five-Year Look Ahead

GUEST SPEAKER:



**Robert Reich**  
*Economist and Author*  
*Former U.S. Secretary of Labor*

What does the economic slowdown mean for the future? How can the American and global economies right themselves? What's the economic outlook for the next five years in America and abroad? Reich answers these three critical questions while weaving in his perspective on global economics, finance and politics.

9:00 am – 4:30 pm

## RECon Academy

### Managing Your Property to Maximum Efficiency and Attaining CSM Certification

Hosted by CSM Committee

Separate registration required

Participate in this focused and intense look at the financial and operating details of managing a shopping center in today's mature industry. You'll learn how to think like an asset manager and what you can do to make yourself a more valuable asset in the process. Everything from creating value through increasing NOI to developing a merchandising plan that increases rent productivity will be thoroughly reviewed as well as systems for property budget review, the capital expenditure planning and the evaluations of lease deals. This class includes a review of the

Certified Shopping Center Manager (CSM) exam and you will be given a sample exam to get you familiarized with the process in the event you seek the prestigious CSM certification.

10:15 – 11:15 am

## General Session

### Deciphering Capital Markets: Where's the Money?

CHAIRED BY:



**Leslie Lundin**  
*Managing Partner*  
*LBG Realty Advisors, LLC*  
*Los Angeles, CA*

Capital Markets Revisited – where has all the capital gone and when is it coming back? Learn who's active today, what's really getting financed and what it's going to take to actually close a deal.

11:30 am – 1:30 pm

## Luncheon with Guest Speaker

GUEST SPEAKER:



**Blake Nordstrom**  
*President*  
*Nordstrom*  
*Seattle, WA*

1:45 – 2:45 pm

## Concurrent Workshops

### 1. Back to Basics! Realities in Deal Underwriting Affecting All Market Participants



CO-CHAIRED BY:



**Justin M. Greider**  
*Senior Associate*  
*Crossman & Company*  
*Orlando, FL*



**Ben Wineman**  
*Senior Vice-President*  
*Mid-America Real Estate Corporation*  
*Oakbrook Terrace, IL*

We have assembled a panel of seasoned experts who have lived to tell the tale from the last downturn, and at the same time are working through the old and new challenges to help the Next

Generation of retail real estate professionals learn lessons to work through the current economic environment. The panel will discuss the issues from the last downturn of over-leveraging and over-development, CMBS loan pooling that is now facing defaults and loan maturities, and retail big boxes that sit vacant after several major retailer failures. They will evaluate how people are accomplishing transactions in this environment when they want to sell or finance a shopping center, what are the experts doing to be creative in their efforts to re-tenant big box, dark and struggling retail spaces, and how do they see these trends progressing into the future.

## 2. Franchises Offer New Uses for Retail Space



Co-hosted by the International Franchise Association

CHAired BY:



**Steve Romaniello**  
*Managing Director*  
*Roark Capital Group*  
*Atlanta, GA*

A great source for leasing up space in community centers and regional malls comes from the world of franchising where these economic times are compelling many entrepreneurs to change careers and invest in a retail franchise that is backed by the resources, expertise, guidance, marketing and professionalism of franchise operators worldwide. Hear from a panel of experts to show you how they can help you lease space to franchisees, many with unique uses that draw traffic to the center. These experts represent many franchise operators who continue in an expansion mode.

## 3. Retail Case Study on CityCenter

CHAired BY:

**Ron Loch**

*Vice President/Planning & Design*  
*Taubman Centers*  
*Bloomfield Hills, MI*

As stated by MGM Mirage, "CityCenter is an urban community filled with fine art and spectacular architecture. It is home to the 4,004 room ARIA Resort and Casino, Mandarin Oriental, Las Vegas, the astonishing Crystals retail and entertainment district, Vdara Hotel and Spa, The Harmon Hotel and common spaces alongside pools and beautiful landscaping. CityCenter is a place of high tech meeting spaces, brilliant residences, world class spas, extraordinary dining, sophisticated gaming and modern art, seductive bars and Viva ELVIS™ by Cirque Soleil." Join a panel represented by the development team for a review and discussion of this seminal development project.

## 4. Win, Lose or Draw: How to Make Development Agreements That Are a Win-Win



CHAired BY:



**G. Lamont Blackstone**  
*Principal*  
*G. L. Blackstone and Associates*  
*Mount Vernon, NY*

"The devil is in the details" and this is no more true than in the wide variety of development agreements found in the development industry as it interacts with the public sector. These details can range from environmental concerns to funding specific community-based programs and everything in between. Examples, their rationale and solutions to many development agreement questions will be featured in this dynamic presentation.

## 5. Green Building Retrofits: Rationale, Returns and Lessons Learned

CHAired BY:



**Pamela T. Lippe, LEED AP**  
*President*  
*E4, Inc.*  
*New York, NY*

Speakers representing several different building-type retrofits (single building, portfolio and tenant) will present detailed case studies sharing their approach, rationale, insights, costs and ROI achieved from green retrofitting. Panelists will highlight multiple strategies (energy, water, waste, etc.) and discuss how to bundle no cost and low cost upgrades with longer payback projects to maximize savings, while still achieving an acceptable payback. In addition, panelists will discuss what organizations are doing to pursue LEED requirements from the U.S. Green Building Council. The benefits of "going green" to both new and existing redevelopment programs will be thoroughly discussed.

## 6. Global Session – The Future of BRICs in Retail Real Estate – Opportunities Over the Next Ten Years

This session will focus on the BRIC countries – Brazil, Russia, India and China. Panelists will address the pros and cons of going into each market including such issues as financing, investing, development and operations, comparing and contrasting each of these markets using the U.S. as a benchmark.

## 7. HR Issues: Developing and Keeping Talent



CHAired BY:



**Kristin E. Blount**  
2010 CREW Network President  
Senior Vice President/Partner  
Colliers Meredith & Grew  
Boston, MA

Diverse teams build effective business opportunities and results for companies. Hear from leaders in the industry as they discuss how the recent recession has shaped commercial real estate jobs and workplace practices, and their HR strategies for 2010. CREW Network will share some of the much anticipated findings from its recently conducted 2010 industry benchmark study to support these discussions.

## 8. What's Shaping Up As the New Normal?

CHAired BY:



**Mez Birdie, CPM**  
Director – Retail Services  
NAI Realvest  
Maitland, FL

The devastating impact of the economic crisis on the retail property sector prompts this critical question: As the marketplace struggles to regain stability, what will emerge as “the new normal” in management, leasing and brokerage practices? A panel of seasoned executives will discuss some of the key trends and challenges likely to define the “new normal.” They’ll also explore “lessons learned” from past practices that have important implications for the future.

## 3:00 – 4:15 pm Global Retail Runway

Retailers that capture the imagination. Retailers that dare to be different, bold and exciting. This is where you need to be to meet these global retailers and find out about their business and expansion plans. Retailers confirmed to date include:

- AutoZone
- BEvMo!
- BJ's Brewhouse
- Burlington Coat Factory
- Crunch Fitness
- CVS
- Energy Kitchen
- Great Clips
- Jimmy Jazz/Man Alive/S & I
- Jos. A. Bank
- Kool Smiles
- Panera Bread
- Pinkberry
- Radio Shack
- Snap Fitness
- T-Mobile
- Wolfgang Puck Express

## 4:30 – 4:45 pm Annual Meeting of Members

This is your opportunity as an ICSC member to pay tribute to the outgoing Trustees and welcome the new slate of incoming Trustees. Open to all members.

## 5:00 – 7:00 pm Global Retail Reception

By Invitation Only

The Global Retail Reception at RECon will provide a forum for U.S. retailers with an interest to expand globally to meet with some of the leading global developers and showcase their expansion plans. The International Expansion heads of U.S. based retailers will have the opportunity to interact with some of the leading developers. This reception is limited in attendance to U.S. Retailers and Global Developers.

# Tuesday, May 25

## 7:00 am – 5:00 pm Registration

## 8:00 am – 5:00 pm Leasing Mall, Trade Exposition and Green Zone

The final day for you to network and make deals.

## 8:00 am – 5:00 pm Public Sector Showcase, Design Trends, Green Pavilion and Informal Deal Making and Networking Lounge

## 8:00 am – 5:00 pm Reconnect Pavilion



Recruiting, Retraining & Resources, an exciting and timely initiative to address the changing needs of RECon attendees all in one convenient location. The Pavilion features a wide range of information and resources, sessions and one-on-one coaching for attendees looking to improve their job skills, transition into a new career, recruit employees or launch a new business.

8:00 – 9:30 am

## Breakfast for Global Delegates

By Invitation Only

8:30 – 9:30 am

## Concurrent Sessions

### 1. Taking Care of Business... What Local Community Leaders Can Do to Nurture Existing Retail



CHAired BY:



**Frances Spencer, SCMD, SCSM**  
*Principal*  
*Pendulum Partners*  
*Chicago, IL*

This presentation will focus on the “nuts and bolts” reality of what is needed in a community setting in the current economic environment to encourage existing retail to continue their efforts to gain and/or retain market share. Whether the venue is a small community with storefront retail, a downtown business core or transit oriented, strategies and initiatives that can be applied to each will be discussed.

### 2. The Art of Negotiating a Deal



CO-CHAired BY:



**Adam Moschin**  
*Vice President Leasing*  
*Tucker Development Corp.*  
*Highland Park, IL*



**Elizabeth Nabholtz**  
*Vice President*  
*The Weitzman Group*  
*Dallas, TX*

How do you get a deal done in today's economy? What are the hot buttons of the landlord/tenant and how do you find a middle ground? Learn effective negotiating techniques and ways to creatively structure a deal to create a win-win situation. Don't lose out by falling into the current leasing pitfalls. Come be a part of this dynamic presentation where the audience participates in the negotiations and gets the deal done!

### 3. Think Outside the Box to Fill the Box

CHAired BY:



**Martin A. Mayer**  
*President*  
*Stirling Properties*  
*Covington, LA*

The economy has taken its toll on big box occupancy across the country. It demands creativity on the part of both landlords and tenants to refill these spaces. Don't miss this opportunity to hear retailers, landlords and some new users of shopping space share the solutions they are implementing to recycle big boxes with uses that appeal to today's consumer.

### 4. Sustainable Development

CHAired BY:

#### David Marks

*President*  
*Marketplace Advisors, Inc.*  
*Maitland, FL*

The Community Sustainability Index (CSI) and the Sustainable Community of Tomorrow (SCOT) were created to help municipalities and developers monitor and develop more sustainable places that will better balance the needs of the individual, the community and the natural environment. These new tools can help municipalities and developers create environments that are more environmentally and socially sustainable by reducing the footprint of our urban areas, lowering our energy consumption per capita, and by promoting greater social interaction. They also promote the creation of more inclusive mixed-use places that encourage a healthier lifestyle with a greater sense of community.

### 5. Debt Buying Workout Session

Economic conditions at times make understanding distressed property and potential avenues for workouts important to virtually all involved in the operation, development, redevelopment, acquisition or disposition of a real asset. There are no set rules, no formulae applicable to a wide range of instances or even to similar cases and apparent causes of distress. A panel of seasoned professionals will guide you through different approaches and solutions.

## 6. A Strategic Positioning for Tomorrow: The Evolution of Business in Shopping Centers

CHAired BY:



**Mary Lou Fiala**  
*ICSC Past Chairman  
Co-Chairman  
LOFT Unlimited  
Jacksonville, FL*

Building businesses over decades and how they evolve is the focus of this session. How does the business grow? This discussion will focus on back to basics and the integration of technology and how it affects the way we do business. How does history affect where we are? What are the lessons learned and how do they affect the shopping center industry?

## 7. Lease Restructuring

CHAired BY:



**Seth Layton**  
*Vice President Asset Management  
The Sembler Company  
Saint Petersburg, FL*

Many tenants are facing difficulties meeting their current lease obligations. This session will analyze the procedures and requirements used by landlords and tenants in reviewing requests for lease restructuring, rental concessions, co-tenancy clause implications and the like.

9:00 am – 4:30 pm  
**RECon Academy**

## Debt Workout Strategies for Distressed Properties

Separate registration required

This educational program explores in detail the most common ways to restructure debt secured by a pledge of the property. Additional topics include the restructuring of debt and pay down of debt through selling equity ownership; required new infusions of equity capital and potential sources of debt and equity capital. Considerable discussion will include banks, insurance companies, private equity sources, hedge funds, and how these capital sources might react differently in loan workouts. The focus of this course is on the process involving loan modifications, and the alternatives available to borrower and lender to resolve a distress situation. Learn what is reasonable as lending institutions resort to restructuring debt, selling notes or foreclosing on retail assets.

9:00 am – 4:30 pm

## RECon Academy

### Development, Design and Construction Course and Attaining CDP Certification

Hosted by CDP Committee

Separate registration required

Review of the curriculum designed to enlighten you about important issues involving the development, design and construction of retail projects. This includes defining roles, owner's perspective, goals that dictate the project delivery approach, design team selection and procurement of construction services. Other subjects include contract negotiation, design principles and practices, devising a development plan, tenant coordination, retail store planning and green building design. This class includes a review of the Certified Development, Design and Construction Professional (CDP) exam and you will be given a sample exam to get you familiarized with the process in the event you seek the prestigious CDP certification.

10:00 – 11:00 am

## General Session

### Ten Smart Steps to Take Right Now to Ensure Survival in the Current Economic Environment

CHAired BY:



**Gar Herring**  
*ICSC Trustee  
President & Chief Operating Officer  
The MGHerring Group Inc.  
Dallas, TX*

PANELIST:



**Yaromir Steiner**  
*ICSC Trustee  
Chief Executive Officer  
Steiner + Associates, Inc.  
Columbus, OH*

Come learn from some of our industry's most experienced professionals how to ensure your success for today and tomorrow. A prominent panel will discuss both the short-term "medicines and surgery" for today and the more strategic "healthy living habits" for being successful in the future.



11:15 am – 12:15 pm

## General Session

### Retail Real Estate Legislative Round-Up

CHAired BY:



**Adam Ifshin**

President  
DLC Management Corporation  
Tarrytown, NY

If you are in business, you are in politics. Government policies at the state and federal level directly impact your bottom line. Learn how you can be more involved in key issues from this panel of retail real estate experts. Our panelists will provide you with insights on likely changes in commercial mortgage availability, real estate taxes and deductions, environmental regulation of your operations and possible incentives to make your buildings more energy efficient. You can't afford NOT to attend this session.

12:30 – 2:15 pm

## Luncheon and Hot Retailer Awards

### Annual Hot Retailer Awards – Revamp New/ Future Retailer Concepts – New Retailers

MASTER OF CEREMONIES:



**Carson Kressley**

Actor and Fashion Designer  
Host, *How to Look Good Naked*

Come meet the winners of the 2010 Hot Retailer Awards, selected through a survey of ICSC's 55,000-plus members around the world. The awards honor those retailers with imagination and creativity.

Join fashion expert Carson Kressley star of the hit television show *How to Look Good Naked* as he takes a good look at today's hottest retailers. Carson Kressley will unveil these retailers' secrets of success as well as their plans for the future. Don't miss this opportunity to learn today about tomorrow's hottest retail trends.

2:30 – 3:30 pm

## Town Hall Meeting

An opportunity for all members to meet with ICSC Leadership and express your thoughts and opinions about ICSC's programs and services. This is your Association and this is your opportunity to speak out.

2:30 – 3:30 pm

## Workshops

### 1. The Final Frontier: A Seminar on Entrepreneurs in Commercial Real Estate

CHAired BY:



**Leslie Lundin**

Managing Partner  
LBG Realty Advisors, LLC  
Los Angeles, CA

Thinking of starting your own business? We are in a unique time in the history of this country when investors are looking for new talent and are open to new ideas. To meet these challenges new companies are forming. These companies will be the leaders during the next cycle. Women and minorities have made great strides in the commercial real estate world but for the most part work for others and operate in support roles as attorneys, accountants, leasing agents, property managers, etc. The natural progression would be for women and minorities to join the ranks of the developers, institutional property owners and owners of support providers. There is support in the institutional investment community and through governmental agencies for MWOB's in both an ownership and support role. This session will provide insights into this world.

### 2. The Evolution of Grocery Stores as They Adapt to a Changing Economy

CHAired BY:



**Mike Mallon**

President  
Mallon and Associates  
Wheaton, IL

Consumers today have many choices when it comes to grocery shopping, from the corner convenience store to the major discounter, the organic food market to the traditional grocery store. Grocery stores continue to adapt and specialize as they respond to a changing economy and fight to maintain market share. This session will explore various grocery concepts including chains that are giving big box discounters a run for their money and chains that are expanding in spite of the economy.

## 3. The Pros and Cons of Third-Party Work

CHAired BY:



**John Crossman**  
*President*  
*Crossman & Company*  
*Orlando, FL*

A panel of seasoned third-party leasing, property management and project management professionals from a diverse geographical reach will be discussing some of the keys to success for third-party owner representation. For professionals who are currently doing third-party work, this session will explore some of the best practices that have helped these veterans achieve their success, as well as covering tips and key points to evaluate for owners and asset managers who are considering hiring a third-party representative.

## 4. Global Session: Brazil Poised to Become Latin America's Retail Powerhouse

CHAired BY:



**Marcelo Baptista Carvalho, CMD, CSM**  
*ICSC Trustee*  
*Co-President*  
*Ancar Ivanhoe*  
*Rio de Janeiro, Brazil*

While most economies were battered by the global economic crisis of 2008-2009, Brazil emerged largely unscathed and, by some measures, set record highs. Thanks to the resilience of its domestic market and steady foreign demand for its commodities, especially from China, Latin America's biggest economy shrank only around 0.2% in 2009. Brazil has a well developed 40 year old retail real estate industry. Global players from Europe, Canada, U.S. and other Latin American countries have entered the market in the last 5 years attracted by the size of the opportunity with over 80 million sq. ft. of existing GLA and close to 400 regional shopping malls.

## 5. Cinema: Positioning for the Future

CHAired BY:



**Chuck Stilley**  
*ICSC Past Trustee*  
*President and CEO*  
*Stilley LLC*  
*Overland Park, KS*

Come hear a "state of the union" about the cinema business. Join the panel of industry professionals as they discuss the future of the cinema business including film, alternative content, new concepts and technology.

## 6. Future Image Architecture Awards – Thinking Outside the Box

CHAired BY:



**Jeff Gunning, AIA, LEED AP**  
*ICSC Future Image Architecture Competition*  
*Committee Chair*  
*Vice President*  
*RTKL Associates Inc.*  
*Dallas, TX*

The ICSC Future Image Architecture Competition this year invites participants around the world to contemplate the big box and its impact on economies, and asks contestants to imagine innovative new uses for some of these facilities which today may be under-used. The goal is to inspire and entertain industry professionals with out-of-the-box ideas to enhance our understanding of the shopping experience. Ideas are not limited to design and architecture; they may include any aspect – specific or general – of the retail continuum.

Come hear the judges speak about the entries and present the awards in the following areas: The Mall Environment; The Shopping Experience; Dining and Entertainment; Parking and Transit; Green; and General Brilliance and Innovation.



## Reconnect Pavilion

Back again by popular demand, the Reconnect Pavilion – Recruiting, Retraining and Resources will be offered during RECon 2010. The Reconnect Pavilion is a timely initiative intended to address the changing needs of RECon attendees.

The Pavilion includes a wide range of information and resources including: Mentoring, One-on-One Career Coaching, ICSC Affinity Program, Executive Recruitment, Small Business Assistance, Self Help, Resume Writing and Critique, How to Use Social Media, Transitioning to a New Career and Sessions.

The Reconnect Pavilion will be located in the Grand Lobby of the Las Vegas Convention Center and will operate during the following hours:

**Sunday, May 23:** 8:00 am – 6:00 pm  
**Monday, May 24:** 8:00 am – 5:00 pm  
**Tuesday, May 25:** 8:00 am – 5:00 pm

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Director of Real Estate  
Great Clips  
Boiling Springs, PA

# RECon Registration Information

## Registration Fees

	ADVANCE	ON-SITE
ICSC Member*	\$425	\$ 575
Non-Member	\$850	\$1,150
Student Member**	\$ 50	\$ 50

## Become an ICSC Member When Registering for RECon and **SAVE NOW!**

If your company is not an ICSC Member, become an Official Member when registering for RECon paying one low price: **\$1,225 (Save \$425)**

If your company is currently an ICSC Member but you are not, you can become an Affiliate Member when registering for RECon paying one low price: **\$525 (Save \$425)**

*Note: ICSC membership is for a 12-month period.*

For more information, visit [www.icsc.org](http://www.icsc.org) or call **+1 646 728 3800**.

*\*To qualify for the member rate, each registrant must be an ICSC member. A company membership does not entitle every employee of that company to register at the member rate.*

*\*\*Registrants must be ICSC student members to qualify for the student rate.*

## Registration Fee Includes

Access to the full Convention Program includes two lunches, educational sessions, admission to the Leasing Mall, Trade Exposition, Green Zone, Public Sector Showcase and Design Trends.

## Registration Deadlines

Register and submit a photo by March 31, 2010 to receive your badge in the mail. No badges will be mailed without a photo. Registrants who pay the member rate must be a member in good standing on March 31 to retain that rate and receive a badge in the mail. All badges will be mailed at the end of April.

### March 31, 2010

Register and submit a photo by deadline to receive your convention badge in the mail.

### April 30, 2010

Deadline to pre-register before arriving in Las Vegas. Advance registrations will not be accepted after this date.

### May 22, 2010

Registrations will be accepted on-site in Las Vegas.

## How To Register

There are three ways to register:

**Online:** [www.icsc.org/2010SC](http://www.icsc.org/2010SC)

**Fax:** +1 732 694 1800

**Mail:** International Council of Shopping Centers  
P.O. Box 26958  
New York, NY 10087-6958, USA

## RECon Academy

While in Las Vegas take advantage of a half-day or full-day educational course to increase your knowledge and improve your professional worth. Separate registration required. For more information and pricing, visit [www.icsc.org/2010RA](http://www.icsc.org/2010RA).

## Transfers/Cancellations

If you are unable to attend RECon, you may transfer your registration (member to non-member transfer requires higher registration fee be paid). After badges are mailed, the original registrant's badge must be returned at time of transfer. You may cancel your registration up to March 31, 2010 and receive a refund. All cancellations will be subject to a \$25 fee and must be received by ICSC in writing. No refunds will be issued after March 31. Once your registration is cancelled, remember to contact DePrez Travel to cancel your room reservations in writing by emailing [icsctravel@depreztravel.com](mailto:icsctravel@depreztravel.com).

## Transportation

Take advantage of the convenient shuttle bus service between all Official Convention Hotels and the Las Vegas Convention Center. A complete bus schedule will be included in the RECon kit you receive on-site.

*All attendees and exhibitors are required to have an ICSC-issued color photo badge for access to the convention. To submit a photo, visit [www.icsc.org/photo\\_instr.html](http://www.icsc.org/photo_instr.html)*

**For complete program,  
registration, exhibitor,  
travel and hotel  
information and forms,  
visit [www.icsc.org/2010SC](http://www.icsc.org/2010SC)**



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# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091378**

**File ID:** 091378

**Type:** Ordinance

**Status:** In Council-Passage

**Version:** 1

**Reference:** 090457

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:**

**Cost:**

**File Created:** 02/09/2010

**File Name:**

**Final Action:**

**Title:** A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

**Notes:** See files 070010 and 091487 for attachments.

**Code Sections:**

**Agenda Date:**

**Indexes:** SALARY ORDINANCE

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

**Attachments:**

**Enactment Number:**

**Drafter:** tjm

**Effective Date:**

**Contact:**

**Extra Date 2:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	02/09/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010		
0	FINANCE & PERSONNEL COMMITTEE	03/12/2010	HEARING NOTICES SENT		03/19/2010		
1	FINANCE & PERSONNEL COMMITTEE	03/19/2010	RECOMMENDED FOR PASSAGE				Pass
	<b>Action Text:</b>	A motion was made by ALD. KOVAC that this Ordinance be RECOMMENDED FOR PASSAGE. The motion PREVAILED by the following vote:					
Mover:	ALD. KOVAC	Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac					5-0
		No:0					
1	COMMON COUNCIL	03/24/2010					

**Text of Legislative File 091378**

..Number

091378

..Version

Substitute 1

..Reference

090457

..Sponsor

THE CHAIR

..Title

A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

..Analysis

This substitute ordinance changes the rates of pay for the following:

Department of Public Works, Operations Division and City employees represented by Local 139, International Union of Operating Engineers (IUOE) and District Council 48, AFSCME, AFL-CIO

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 8 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective pay Period 1, 2010 - December 27, 2009):

Under Pay Range 530, add the title "Urban Forestry Inspector."

Part 2. Section 24 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective pay Period 1, 2007 - December 31, 2006):

Delete Pay Ranges 956 through 962 and recreate them as follows:

Pay Range 956

Official Rate-Hourly

25.53

Pay Range 957

Official Rate-Hourly

26.18

Pay Range 958

Official Rate-Hourly

27.41

Pay Range 960

Official Rate-Hourly

26.49

Pay Range 961

Official Rate-Hourly

27.16

Pay Range 962

Official Rate-Hourly

26.89

Part 3. Section 24 of ordinance File Number 0904571 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective pay Period 1, 2008 - December 30, 2007):

Delete Pay Ranges 956 through 962 and recreate them as follows:

Pay Range 956

Official Rate-Hourly

25.79

Pay Range 957

Official Rate-Hourly

26.44  
Pay Range 958  
Official Rate-Hourly  
27.68  
Pay Range 960  
Official Rate-Hourly  
26.75  
Pay Range 961  
Official Rate-Hourly  
27.43  
Pay Range 962  
Official Rate-Hourly  
27.16

Part 4. Section 24 of ordinance File Number 0904571 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective pay Period 14, 2008 - June 29, 2008):

Delete Pay Ranges 956 through 962 and recreate them as follows:

Pay Range 956  
Official Rate-Hourly  
26.05  
Pay Range 957  
Official Rate-Hourly  
26.70  
Pay Range 958  
Official Rate-Hourly  
27.96  
Pay Range 960  
Official Rate-Hourly  
27.02  
Pay Range 961  
Official Rate-Hourly  
27.70  
Pay Range 962  
Official Rate-Hourly  
27.43

Part 5. Section 24 of ordinance File Number 0904571 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective pay Period 1, 2009 - December 29, 2008):

Delete Pay Ranges 956 through 962 and recreate them as follows:

Pay Range 956  
Official Rate-Hourly  
26.31  
Pay Range 957  
Official Rate-Hourly  
26.97  
Pay Range 958  
Official Rate-Hourly  
28.24  
Pay Range 960  
Official Rate-Hourly  
27.29  
Pay Range 961  
Official Rate-Hourly  
27.98



Pay Range 962  
Official Rate-Hourly  
27.70

Part 6. Section 24 of ordinance File Number 0904571 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective pay Period 14, 2009 - June 28, 2009):

Delete Pay Ranges 956 through 962 and recreate them as follows:

Pay Range 956  
Official Rate-Hourly  
26.57

Pay Range 957  
Official Rate-Hourly  
27.24

Pay Range 958  
Official Rate-Hourly  
28.52

Pay Range 960  
Official Rate-Hourly  
27.56

Pay Range 961  
Official Rate-Hourly  
28.26

Pay Range 962  
Official Rate-Hourly  
27.98

Part 7. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 8. The provisions of Part 2 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2007, (December 31, 2006).

The provisions of Part 3 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2008 (December 30, 2007).

The provisions of Part 4 of this ordinance are deemed to be in force and effect from and after Pay Period 14, 2008 (June 29, 2008).

The provisions of Part 5 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2009 (December 29, 2008).

The provisions of Part 6 of this ordinance are deemed to be in force and effect from and after Pay Period 14, 2009 (June 28, 2009).

The provisions of Part 1 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2010 (December 27, 2009).

Part 9. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter  
City Clerk's Office  
TJM  
3/12/10



..Title

A substitute ordinance to further amend the 2010 offices and positions in the City Service.

..Analysis

This substitute ordinance makes changes to positions in the following departments:

Department of Administration, Community Development Grants Administration Decision Unit, Health Department, Department of City Development, General Management and Policy Development Decision Unit, Housing Development and Finance and Administration, Department of Neighborhood Services, Administrative Services Section and Department of Public Works, Operations Division, Forestry Section

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 1 of ordinance File Number 090458 relative to offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2010 - December 27, 2009):

Under "Department of Public Works, Operations Division, Forestry Section, Field Operations", delete one position of "Program Assistant II (A) (X)" and one position of "Forestry Inspector", and add two positions of "Urban Forestry Inspector (A)(X)."

Part 2. Section 1 of ordinance File Number 090458 relative to offices and positions in the City Service is hereby amended as follows:

Under "Department of Administration, Community Development Grants Administration Division", add one position of "Administrative Specialist Senior (B)."

Under "Department of City Development, General Management and Policy Development Decision Unit, Housing Development", add one position of "Community Outreach Liaison", one position of "Office Assistant IV", one position of "Housing Program Specialist" and two positions of "Housing Rehabilitation Specialist Senior"; under "Finance an Administration" add one position of "Accountant I."

Under "Health Department, Family and Community Health Services", delete the title "Milwaukee Nurse-Family Partnership Program (PPP)" and two positions of "Public Health Nurse (X) (G) (PPP)" and add the title "Milwaukee Nurse-Family Partnership Program" and two positions of Public Health Nurse (X) (G) (PPP) (J); under "Comprehensive Home Visiting Grant (E)", delete two positions of "Public Health Nurse (X) (G) (SSS)"; under "Project LAUNCH Grant (SSS)", delete two positions of "Public Health Nurse (X) (G) (SSS)" and add three positions of "Public Health Nurse (X) (G) (SSS)"; under "Maternal and Child Health Grant (J) (MMM)", delete three positions of "Public Health Nurse (X) (G) (J) (MMM) (S)" and add two positions of "Public Health Nurse (X) (G) (J) (MMM) (SSS)"; under "Milwaukee Breast Cancer Awareness Program", delete two positions of "Public Health Nurse (X) (G) (KK) (GG) (LL)" and add two positions of "Public Health Nurse (X) (G) (KK) (GG) (LL) (NN)"; under "Medical Assistance Outreach Program", delete eight positions of "Health Access Assistant II (X) (GGG) (HHH) (JJJ)" and one position of "Public Health Educator II (X) (S) (HHH)" and add eight positions of "Health Access Assistant II (X) (HHH) (JJJ)" and one position of "Public Health Educator II (X) (HHH)."

Under "Health Department, Family and Community Health Services Division, Plain Talk Initiative", delete one position of "Health Project Coordinator-Plain Talk (X) (Y) (NNN) (QQQ) (B)" and add one position of "Health Project Coordinator-Plain Talk (X) (Y) (QQQ)" and delete footnote "(B)" in its entirety; amend footnote "(EE)" to read as follows: "To expire 02/28/11 unless the Community Health Improvement in Metcalfe Park and Concordia (CHIMC): Save Lives-Immunize Grant from the Medical College of Wisconsin (MCW) is extended. Partially funds Infectious Disease Epidemiologist position" and amend footnote "(GG)" to read as follows: "To expire 12/31/12 unless the Breast Cancer Awareness - Milwaukee Foundation Grant from the Milwaukee Foundation is extended."

Under "Health Department, Disease Control and Environmental Health Services Division", delete one position of "Program Assistant I" and one position of "Health Project Coordinator - Pandemic Flu Response" and add one position of "Program Assistant II"; delete the title "Lead Hazard Reduction Demonstration Grants (HUD) (OO) (QQ)" and one position of "Lead Project Coordinator (X) (Y) (OO)

(QQ)", two positions of "Lead Risk Assessor II (X) (OO) (QQ)", one position of "Program Assistant II (X) (OO) (QQ)", one position "Lead Education Assistant (X) (OO) (QQ)" and one position of "Chemist II (OO) (QQ)"; add the title "Lead Hazard Reduction Demonstration Grants (HUD) (QQ)" and one position of "Lead Project Coordinator (X) (Y) (QQ)", two positions "Lead Risk Assessor II (X) (QQ)", one position of "Program Assistant II (X) (QQ)" and one position of "Lead Education Assistant (X) (QQ)" and one position "Chemist II (QQ)"; delete footnotes "(S)", "(OO)", "(RR)", "(GGG)", "(NNN)" and "(OOO)" in their entirety ; amend footnote "(NN)" to read as follows: "To Expire 6/30/10 unless the Wisconsin Well Woman Program Wise Woman Grant, available from the State of Wisconsin Department of Health Services, is extended. Partially funds one PHN."

Under "Department of Neighborhood Services, Administrative Services Section", add one position of "Program Assistant II."

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The provisions of Part 1 and of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2010 (December 27, 2009).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after the first day of the first pay period following passage and publication.

Part 5. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter  
City Clerk's Office  
TJM  
3/15/10