



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**

Wednesday, May 12, 2010

1:30 PM

Room 301-B, City Hall

AMENDED 5/7/10

1. [100059](#) Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.
Sponsors: THE CHAIR
2. [100061](#) Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.
Sponsors: THE CHAIR
3. [100005](#) Communication from the Department of Employee Relations requesting an amendment to the salary ordinance and positions ordinance regarding the DC 48 Contract Administrator.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
[Communication](#)
4. [100039](#) Resolution to ratify and confirm a collective bargaining agreement between the City of Milwaukee and Local 494, IBEW, AFL-CIO Electrical Group.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
[Letter from Dept of Employee Relations re amendments to the salary ordinance](#)
5. [091609](#) A charter ordinance relating to retirement benefits for certain city employees.
Sponsors: THE CHAIR
Attachments: [Letter from Dept of Employee Relations](#)
[Fiscal note](#)
6. [091658](#) An ordinance relating to private transportation reimbursement and travel regulations.
Sponsors: THE CHAIR

Attachments: [Department of Employee Relations Letter](#)

7. [091684](#) Communication from the Department of Employee Relations regarding the impact of Affordable Care Act of 2010, also known as health care reform on the City of Milwaukee.
Sponsors: THE CHAIR
8. [100066](#) Communication from the Budget and Management Division relating to technical corrections to the 2010 Positions Ordinance.
Sponsors: THE CHAIR
Attachments: [Communication](#)
9. [100124](#) Communication from the Budget and Management Division relating to an amendment to the 2010 Positions Ordinance.
Sponsors: THE CHAIR
Attachments: [Letter from DOA Budget & Management Div](#)
 [Fiscal note](#)
10. [100045](#) Reappointment of Larry Holland to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
11. [100046](#) Reappointment of Ron Walter to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
12. [100047](#) Reappointment of Ald. Michael Murphy to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
13. [091669](#) Resolution approving the form of the Preliminary Official Statement used in connection with the sale of City of Milwaukee, Wisconsin, debt.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
 [Fiscal Note](#)
14. [091682](#) Communication from the Police Department transmitting 2010 quarterly reports relative to the status of overtime expenditures.
Sponsors: THE CHAIR
Attachments: [Hearing Notice List](#)

15. [091539](#) Resolution establishing a City of Milwaukee web site linking policy.
- Sponsors: Ald. Hamilton
- Attachments: [Policy](#)
 [Fiscal note](#)
 [4-13-09 City Attorney opinion relating to Community Use of city website](#)
 [Link policies used by other cities](#)
 [Hearing Notice List](#)
16. [091643](#) Communication from the Department of Administration relating to approval of changes to certain sole-source contracts for the year 2010.
- Sponsors: THE CHAIR
- Attachments: [4-13-10 Letter from Dept of Admin](#)
17. [091646](#) An ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.
- Sponsors: THE CHAIR
18. [091647](#) An ordinance to further amend the 2010 offices and positions in the City Service.
- Sponsors: THE CHAIR
19. **The FINANCE & PERSONNEL COMMITTEE may convene into closed session, pursuant to s. 19.85(1)(e), Wis. Stats., for the purpose of formulating collective bargaining strategies.**

This meeting will be webcast live at 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.

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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.



Legislation Details (With Text)

File #: 100059 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/4/2010 **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:

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100059

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

4/30/10

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

DATE: May 12, 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: May 12, 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. Authori- zation	Vac. Prev. Appr.	Other Vac.			
	<u>PROPERTY TAX LEVY SUPPORTED POSITIONS</u>										
	<u>ASSESSOR</u>										
11023	Supervising Assessor Assistant	9	4/1/10	3	2	1	0	0		Int/Ext	x-3
	<u>COMPTROLLER</u>										
11024	Accounting Program Assistant III	501	5/15/10	6	5	1	0	0		Int/Ext	x-2a
	<u>FIRE DEPARTMENT</u>										
11025	Administrative Captain - EMS	857	6/13/10	3	1	1	1	0		Int	x-1
11041	Fire Lieutenant	856	4/27/10	160	158	1	0	1		Int	x-1
	<u>HEALTH DEPARTMENT</u>										
11026	Office Assistant III	425	4/19/10	3	2	1	0	0		Int/Ext	x-2b
11044	Environmental Health Specialist I	541	5/15/10	19	18	1	0	0		Int/Ext	x-2a
	<u>MUNICIPAL COURT</u>										
11042	Accounting Assistant III	460	6/27/10	1	0	1	0	0		Int	x-2b
11043	Accounting Assistant II	445	TBD	4	3	1	0	0		Int/Ext	x-2b
	<u>POLICE DEPARTMENT</u>										
11027-28	Police Serv. Spec.-Investigator (2 pos.)	465	NA	47	41	2	0	4		Ext	x-2a
11029	Personnel Payroll Assistant II	445	NA	2	1	1	0	0		Int	x-3
11030	Personnel Payroll Assistant I	435	NA	1	0	1	0	0		Int/Ext	x-3
10160	Microfilm Technician I	640	NA	1	0	1	0	0		Int	x-2a
	<u>DPW-INFRASTRUCTURE SERVICES</u>										
11031	Civil Engineer II	626	5/1/10	4	3	1	0	0	95% Capital & Reimb.	Ext	x-2b
11032	Painter, Leadworker House	985	5/29/10	2	1	1	0	0	10% Capital & Reimb.	Int	x-2b
11033-34	Painter, Bridge & Iron (2 positions)	964	4/17/10	5	3	2	0	0	10% Capital & Reimb.	Ext	x-2b
	<u>DPW-OPERATIONS DIVISION</u>										
11035	Equipment Operation Supervisor	4	4/30/10	2	1	1	0	0		Int/Ext	x-2b
	<u>NON-PROPERTY TAX LEVY SUPPORTED POSITIONS (Enterprise Funds, Grants)</u>										
	<u>FIRE DEPARTMENT</u>										
11039	Battalion Chief, Fire - EMS	863	12/27/09	1	0	1	0	0	Metro.Med. Resp. Syst.	Int	x-1
	<u>DPW-PARKING FUND</u>										
11040	Lead Parking Enforcement Officer	490	5/1/10	4	3	1	0	0	Parking Fund	Int/Ext	x-6

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

Finance and Personnel Meeting: May 12, 2010

Department Account Name	Amount of Transfer		Reason
	From	To	
<u>DEPT. OF PUBLIC WORKS</u>			
<u>SEWER MAINTENANCE</u>			
PCB Removal	\$130,000.00		
Operating Expenditures		\$130,000.00	Funds are available from the PCB Removal Special Fund because the US EPA will not complete its review and permitting of the city's PCB removal plan in 2010. The \$130,000 would be used in the operating budget to award a contract to perform monthly inspections of the City's sanitary bypass pumps and lift stations, as well as conduct high water tests. The current contract for these services expires in May. The new contract will expand and enhance these tests through the year. These tests will provide early warning of pump problems and reduce the risk of pump failures. Pump failures during heavy rains can cause basement backups. This plan was discussed as part of CC Communication #091357.

SCHEDULE C - GENERAL MATTERS

1. Miscellaneous Matters



Legislation Details (With Text)

File #: 100061 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/4/2010 **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: CITY SERVICE COMMISSION, POSITIONS ORDINANCE, RATES OF PAY, SALARY ORDINANCE, WAGES AND BENEFITS

Attachments:

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100061

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

4/30/10



Department of Employee Relations
May 10, 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 100061

The following classification and pay recommendations will be submitted to the City Service Commission on May 11, 2010. We recommend these changes subject to approval by the City Service Commission.

In the Department of Administration-Community Development Grants Administration, one new position is recommended for classification to Business Services Specialist-NSP, PR 546 and one position of Grant Monitor, SG 06 currently held by Nicole Brookshire is recommended for NSP Program Coordinator, SG 08.

In the Library, one position of Building Maintenance Manager, SG 07 currently held by James Kotras is recommended for reclassification to Library Facilities Manager, SG 08.

In the Department of Public Works – Water Works, two positions of Office Assistant III, PR 425 currently held by Patricia Watts and Lorrie Warkoczewski is recommended for reclassification to Communications Assistant III, PR 445; one position of Office Assistant IV, PR 445 currently underfilled by Nicole Anderson as an Office Assistant III, PR 425 is recommended for reclassification to Communications Assistant III, PR 445 and one position of Office Assistant III, PR 425 currently underfilled by Laura Beyer as an Office Assistant II, PR 410 is recommended for Office Assistant II, PR 410.

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: 3 Job Evaluation Reports
1 Fiscal Note

C: Mark Nicolini, Renee Joos, Marianne Walsh, Troy Hamblin, Nicole Fleck, Joe Alvarado, Sharon Robinson, Steven Mahan, Darlene Hayes, Eric Pearson, Paula Kiely, Toni Vanderboom, James Kotras, Carrie Lewis, Laura Daniels, Jeffrey Mantes, Preston Cole, Dan Thomas, David Goldapp, Richard Abelson, John English, Kenneth Wischer, Bill Mollenhauer, Daniel Panowitz, and Calvin Lee (DC 48).

JOB EVALUATION REPORT

City Service Commission Meeting Date: May 11, 2010

Department: Administration – Community Development Grants Administration

Current	Request	Recommendation
New Position	Administrative Specialist – Senior SG 04 (\$44,194 - \$61,871)	Business Services Specialist-NSP PR 546 (\$45,210 - \$55,273)
Grant Monitor SG 06 (\$50,206 - \$70,295) Incumbent: Nicole Brookshire	Study of Position	NSP Program Coordinator SG 08 (\$57,028 - \$79,836)

Action Required – Effective May 30, 2010 (Pay Period 12, 2010)

In the Salary Ordinance, under Salary Grade 08, add the title “NSP Program Coordinator” and under Pay Range 546, add the title “Business Services Specialist-NSP.”

In the Positions Ordinance, under Department of Administration – Community Development Grants Administration Division, delete one position of “Grant Monitor (B) (X) (Y)”, one position of “Administrative Specialist Senior (B)” and add one position of “NSP Program Coordinator (B) (X) (Y)” and one position of “Business Services Specialist–NSP.”

Background

The Department of Employee Relations received two letters in March from Steven Mahan, Community Block Grant Director. One letter, dated March 15, 2010, requested a classification study of a new position that will be funded through the Neighborhood Stabilization Program 2 (NSP) grant. The other letter, dated March 30, 2010, requested a reclassification study of a current position of Grant Monitor in Salary Grade 06 that is also funded through the NSP grant. The new position will assist the Grant Monitor that is assigned to the NSP grant. The grant is expected to last through February 11, 2013. To study these positions, job descriptions were reviewed and discussions were held with Steven Mahan, Community Block Grant Director and Darlene Hayes, Associate Director.

Current: **New Position**
Recommendation: **Business Services Specialist-NSP** **PR 546**

This position will assist the Grant Monitor in a variety of functions involving the administration of the NSP grant. The duties and responsibilities are as follows:

- 30% Handle administrative services relating to budget, accounting, forms, data entry, and report preparation; and maintains reference files and supportive documentation for the NSP grant.
- 30% Coordinate the preparation of all quarterly reports for the Department of Housing and Urban Development (HUD), input all corresponding information in the HUD’s reporting system, and run reports from the FMIS system.

- 10% Manage and update all NSP budget forms.
- 10% Review documentation for voucher requests.
- 10% Update and maintain all property set-ups on Excel spreadsheets.
- 10% Handle general office management needs relating to the grant and perform other duties as assigned.

The position requires a Bachelor's Degree in Business Administration or related field; and three years of related experience; or six years of experience in office management or accounting. Other requirements include a broad knowledge of grant funding and housing related activities, an ability to prioritize responsibilities and assignments to meet all deadlines, and a proficiency in various software programs. Equivalent combinations of education and experience may also be considered. These requirements have not been validated for staffing purposes.

Analysis

The Community Development Grants Administration Division currently has two positions of Business Services Specialist in Pay Range 546. These positions perform a variety of administrative and computer service functions in relation to various grants. These functions include creating contracts, assisting with reporting requirements for funding sources, and database administration.

This new position will be performing similar functions but will be working exclusively with the NSP grants and will be assisting the Grant Monitor assigned to the NSP grant funding. This position may also do some traveling and attend meetings outside of regular work hours. To distinguish some of the differences for this position we recommend the title of Business Services Specialist – NSP. We also recommend the same level of pay in Pay Range 546 as the current Business Services Specialist positions.

Current: Grant Monitor SG 06
Recommendation: NSP Program Coordinator SG 08

This position is responsible for meeting all reporting and compliance requirements and ensuring that the NSP grant objectives are met. The position will also be responsible for oversight management of the grant program in other jurisdictions including the City of West Allis, City of Cudahy and Milwaukee County. The duties and responsibilities are as follows:

- 15% Coordinate the American Recovery and Reinvestment Act (ARRA) transparency reporting requirements to the federal government.
- 10% Perform oversight management of grant funding for other jurisdictions including the City of West Allis, City of Cudahy, and Milwaukee County.
- 10% Serve as a leadworker for one position of Business Services Specialist and one position of temporary office worker.

- 20% Prepare all reporting documents for submission to the Department of Housing and Urban Development (HUD).
- 20% Maintain the HUD quarterly reporting system.
- 25% Review and approve all documentation for payment.

The position requires a Bachelor's Degree in Business Administration or related field; and two years of experience in housing related grant activities. A Master's Degree in Business Administration or related field is preferred. Other requirements include a broad knowledge of grant funding and housing related activities, demonstrated leadership and decision making skills, and a proficiency in various software programs. Equivalent combinations of education and experience may also be considered. These requirements have not been validated for staffing purposes.

Analysis

The Division of Community Development Grant Administration has ten positions of Grant Monitor in Salary Grade 06. Generally, these positions are responsible to monitor and evaluate assigned Community Development projects, assist project operators on an ongoing basis in the implementation of approved activities, ensure that grant funded activities conform to all program requirements, and evaluate the effectiveness of project activity and the performance of project operators.

This particular position of Grant Monitor performs similar duties but has some unique responsibilities with the assigned NSP grant. Other Grant Monitors average around \$5 million in grant funds. The amount of money under the NSP grant was originally \$9 million but with the addition of more grants including a \$25 million NSP grant the position is now responsible for approximately \$39 million in grant funding. Another position of Business Services Specialist is being created to help with the workload. As a result this Grant Monitor will have leadworker duties in relation to the new Business Services Specialist position and a temporary office support position. Further, some of the NSP funds have been given to other jurisdictions including the City of West Allis, the City of Cudahy, and Milwaukee County and this position has oversight responsibilities.

These changes have significantly increased the position's level of impact and accountability, consequence of error and relationships responsibility through liaison work with other jurisdictions, and a change in the level of compensation is recommended.


Comparable levels of financial oversight and administration can be seen in other current city positions including Budget and Management Special Assistant, Business Operations Manager, and Investments and Financial Services Coordinator all in Salary Grade 08.

In terms of a title we recommend NSP Program Coordinator to indicate the higher level programmatic responsibilities inherent with the NSP grant funding and compensation in Salary Grade 08.

May 11, 2010


We therefore recommend that this position be reclassified from Grant Monitor in Salary Grade 06 to NSP Program Coordinator in Salary Grade 08.

Prepared by:



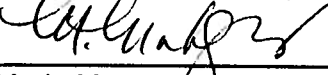
Sarah Trotter, Human Resources Representative

Reviewed by:



Andrea Knickerbocker, Human Resources Manager

Reviewed by:



Maria Monteagudo, Employee Relations Director

JOB EVALUATION REPORT

City Service Commission Meeting Date: May 11, 2010

Department: Library

Current	Requested	Recommended
Building Maintenance Manager SG 07 (\$53,519 - \$74,922) Incumbent: James Kotras	Study of position	Library Facilities Manager SG 08 (\$57,028 - \$79,836)
Rationale: As reported by the Bureau of Labor Statistics, there is a significant disparity between the pay level of the Building Maintenance Manager and the average rate for comparable positions in the local labor market. In addition, the Manager filling this position is being paid \$3,000 less than his highest paid subordinate. These pay disparities indicate that the pay level of this position should be adjusted.		

Action Required

In the Salary Ordinance, under Salary Grade 08, add the title "Library Facilities Manager" and under Salary Grade 07, delete the title "Building Maintenance Manager."

In the Positions Ordinance, under Library, Administration Bureau, Buildings and Grounds Section, delete one position of "Building Maintenance Manager (X)(Y)" and add one position of "Library Facilities Manager (X)(Y)."

Background

In November of 2009, Paula Kiely, Milwaukee Public Library Director, requested that the current rate of pay for the Library's Building Maintenance Manager, held by James Kotras, be studied for possible adjustment. The issue prompting this request is that the rate of pay for one of Mr. Kotras's subordinates, a Facilities Control Specialist represented by District Council 48, AFSCME, AFL-CIO, exceed the annual pay for Mr. Kotras by \$3,098 per year. This report consequently focuses upon the Building Maintenance Manager's pay *vis a vis the* aforementioned subordinate and external pay comparisons.

In studying this request, job descriptions for the Building Maintenance Manager and Facilities Control Specialist were reviewed, along with other related positions within City government. In addition, discussions were held with Judith Zemke, former Library Personnel Officer, and salary data from the Bureau of Labor Statistics was reviewed.

Duties and Responsibilities

The basic function of the Building Maintenance Manager is to plan, direct, and manage all of the work projects, ongoing maintenance, and personnel required to maintain, repair, and operate all of the buildings, grounds, and related equipment of the Milwaukee Public Library System. This includes responsibility for the ongoing operation, repair, and maintenance of 13 library buildings comprising over 660,000 square feet carried out by a workforce of 39 employees. This Manager directly supervises one Building Maintenance Supervisor II, two Building Service Supervisors, one Carpenter, and one Electrical Mechanic. Indirect supervision extends to one

Facilities Control Specialist, one Heating and Ventilating Mechanic III, three Heating and Ventilating Mechanics II, one Custodial Worker III, and 28 Custodial Worker II - City Laborers. This Manager reports to the Library's Business Operations Manager, SG 09, and the nature of direction and supervision received is both administrative and technical in nature related to facilities management.

Under State Statute, the Library Board has independent contracting authority apart from City government. This affords the Library staff a good deal of independence in creating specifications for repairs, maintenance, and upgrades to buildings, systems, and grounds, and the authority to award contracts. The Building Maintenance Manager works with engineers, architects, and contractors to ensure that the work performed conforms to the scope and quality of work specified in the contract and stays within budgeted costs. Along with staff, this Manager is on call 24 hours a day to respond to emergencies of all kinds including equipment failures, fire, theft, water detection, vandalism, damage to buildings and grounds due to weather, loss of utilities, and the like.

Minimum qualifications for this position, as stated in the job description provided by the Library, include a bachelor's degree in facilities management, mechanical engineering, architecture or related field, with an emphasis on mechanical systems and building operations, and at least three years of management experience in construction or facilities maintenance. The description further states that experience in building operations especially related to heating and ventilating systems for multiple and single-floor buildings, including life-safety systems, is required. Civil service practice allows for equivalent combinations of education and experience.

The knowledge, skills, abilities, and attributes required for successful performance of this job include the following:

- Knowledge of building construction and machinery, preventive maintenance, HVAC systems, building management systems, electricity and mechanics as related to building construction, repair, and maintenance
- Understanding of sustainable design principles, techniques, and materials
- Ability to plan, organize, direct and evaluate maintenance, repair, and construction projects
- Ability to perform a broad range of supervisory responsibilities, including training, coaching, directing, monitoring work in progress, and when necessary, disciplining.
- Ability to create and maintain good working relationships with customers, contractors, businesses representatives, City employees, and others.
- Ability to monitor repair/maintenance/construction projects for conformance to established standards
- Ability to prepare written specifications for repair/maintenance/construction projects
- Ability to create written plans and schedules for preventive maintenance

It should be noted that neither the minimum qualifications nor KSAs listed above have not been validated for purposes of staffing.

External Comparisons

The Department of Labor's Bureau of Labor Statistics (BLS) provides the following average rates of pay for Mechanical Engineers, Civil Engineers, and Construction Managers in the Milwaukee-Waukesha-West Allis area as of May, 2008. The figures for 2010 have been adjusted by 3.5%.

Average Rates of Pay
Mechanical Engineers, Civil Engineers, Construction Managers
Milwaukee – Waukesha Area

	May, 2008	Adjusted to May, 2010
Mechanical Engineers	\$65,930	\$68,238
Civil Engineers	\$74,070	\$76,662
Construction Managers	\$86,940	\$89,983

Adjusted wages for 2010 were determined by increasing the 2008 rates by the average increase of all wages reported by the BLS from March 2008 through March, 2010, which was 3.5%.
(Source: Department of Labor News Release USDL-10-0535, April 30, 2010)

Rates for Civil Engineers and Mechanical Engineers are included in this table to provide a perspective on rates of pay for related engineering jobs, being indicative of the pay level that applicants for the job of Construction Manager would be expected to possess. The position of Construction Manager was included because it is the closest comparable to the position of Building Maintenance Manager in the Library. The definition of Construction Manager used by the BLS is as follows:

Construction Manager

Plan, direct, coordinate, or budget, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. Participate in the conceptual development of a construction project and oversee its organization, scheduling, and implementation. Include specialized construction fields, such as carpentry or plumbing. Include general superintendents, project managers, and constructors who manage, coordinate, and supervise the construction process.

The current salary range for the Library's Building Maintenance Manager, SG 07, is \$53,519 to \$74,922 annually. If one accepts the Construction Manager as being comparable to the Library's Manager, the current maximum rate of pay for the Library's Manager was almost \$13,000 below the local labor market in 2008 and is estimated to be \$15,000 below this rate at the present time.

Although the labor market is extremely favorable to employers at the present time, it is questionable whether it is in the best interest of the City to maintain this job in a salary grade that is significantly below the local labor market for jobs requiring a comparable level of technical expertise in mechanical engineering and managerial abilities. This degree of disparity would be expected to adversely affect the quality of candidates who could be recruited to fill this position.

The following table shows contrasts the pay range of the Building Maintenance Manager with the Manager's highest paid report, the Facilities Control Specialist.

**Pay Levels for Building Maintenance Manager
And Facilities Control Specialist**

Building Maintenance Manager	Management	07	\$ 53,519	\$ 74,922
Facilities Control Specialist	DC 48, AFSCME, AFL-CIO	599	\$ 60,537	\$ 77,914

As may be seen, the Building Maintenance Manager is being paid \$3,000+ less than his highest paid subordinate. Although there is no set standard in City government, accepted compensation practice indicates that the *minimum* difference between the pay level of a subordinate and *bona fide* manager should be approximately 5%.

Considering the current pay disparity between the City's salary grade and the local labor market and the fact that the Manager in question is currently being paid 3.4% less than his highest paid subordinate, it appears that the pay level of this position should be adjusted.

Taking into consideration that employees are able to obtain the maximum of their salary grade in City government, the maximum of the grade becomes the ultimate basis of comparison for salaries. For that reason, it does not seem out of the question to recommend that this position be reallocated to Salary Grade 08. The salary data presented in this report and the effects of recommending that this position be reclassified to Salary Grade 08 is summarized below.

**Summary of Salary Information
Related to Building Maintenance Manager**

Current Salary Grade	07
Current Min and Max of Salary Grade 07	\$53,519 - \$74,922
Employee's Current Rate	\$74,922
BLS Average for Construction Manager, 2008	\$86,940
Average for Construction Manager, Adjusted to 2010	\$89,983
Proposed Salary Grade	08
Proposed Min and Max of SG 08	\$57,028 - \$79,836
Employee's Salary Increase	5% (\$3,746)
Employee's New Salary	\$78,668

Although the focus of this report is an analysis of pay, it should be noted that, in general, the work of facilities managers has become more complex over the past 10 years due to an increased emphasis upon safety and security, especially in facilities used by the public, and a need for green building technology and materials and energy conservation.

The following table shows managerial and supervisory the job classifications currently involved with various aspects of facilities management in the City service.

Managerial and Supervisory Jobs Related to Facilities Management

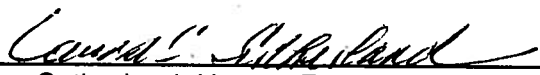
	No. Positions	SG	Min	Max	Department
Buildings and Fleet Superintendent	1	16	\$ 95,030	\$ 133,049	DPW
Facilities Manager*	1	14	\$ 83,635	\$ 117,118	DPW
Architectural Project Manager	1	12	\$ 73,627	\$ 103,077	DPW
Mechanical Engineer IV	1	12	\$ 73,627	\$ 103,077	DPW
Police Buildings and Fleet Manager*	1	10	\$ 64,805	\$ 90,728	Police
Proposed Library Facilities Manager	1	08	\$ 57,028	\$ 79,836	Library
Building Maintenance Manager	1	07	\$ 53,519	\$ 74,923	Library
Water Maintenance Manager*	2	06	\$ 50,206	\$ 70,295	Water
Building Maintenance Assistant Manager	1	06	\$ 50,206	\$ 70,295	DPW
Mechanical Maintenance Supervisor II	5	05	\$ 45,280	\$ 63,396	Health

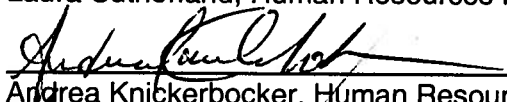
*Under review

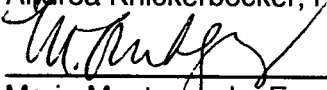
During the course of reviewing salary information for this position, it became apparent that the contemporary title for the position under study is that of Facilities Manager. For that reason, we also recommend that this position be reclassified to the new title of Library Facilities Manager.

Recommendation

Based upon our analysis, it is recommended that the position of Building Maintenance Manager, SG 07 in the Milwaukee Public Library be reclassified to Library Facilities Manager, SG 08.

Prepared by: 
Laura Sutherland, Human Resources Representative

Reviewed by: 
Andrea Knickerbocker, Human Resources Manager

Reviewed by: 
Maria Monteagudo, Employee Relations Director

JOB EVALUATION REPORT

City Service Commission Meeting Date: May 11, 2010

Department: Public Works – Water Works

Present	Request	Recommendation
Office Assistant III (Two Positions) PR 425 (\$33,865 - \$37,464) Incumbents: Patricia Watts Lorrie Warkoczewski	Communications Assistant III (Two Positions) PR 445 (\$36,902 - \$40,836)	Communications Assistant III (Two Positions) PR 445 (\$36,902 - \$40,836)
Office Assistant IV PR 445 (\$36,902 - \$40,836) Incumbent: Nicole Anderson Currently in underfill title of Office Assistant III PR 425	Communications Assistant III PR 445 (\$36,902 - \$40,836)	Communications Assistant III PR 445 (\$36,902 - \$40,836)
Office Assistant III PR 425 (\$33,865 - \$37,464) Incumbent: Laura Beyer Currently in underfill title of Office Assistant II PR 410	Office Assistant II PR 410 (\$29,780 - \$35,041)	Office Assistant II PR 410 (\$29,780 - \$35,041)

Action Required

In the Positions Ordinance, under Department of Public Works – Water Works, Distribution Organization, Field Operations, delete one position of “Office Assistant IV”, and one position of “Office Assistant III”, and add one position of “Communications Assistant III” and one position of “Office Assistant II.”

Background

We received a letter dated May 20, 2009 from Carrie Lewis, Water Works Superintendent, requesting a classification study of two positions of Office Assistant III in Pay Range 425 and one position of Office Assistant IV in Pay Range 445. The Department indicated that the responsibilities of these positions have changed as a result of consolidating the Distribution Section into one location at the Department of Public Works (DPW) Field Headquarters. Later, the Department requested that we study one additional position of Office Assistant III that functions as a receptionist. To study these positions, job descriptions were reviewed and discussions were held with Laura Daniels, Administration and Projects Manager.

Current:	Office Assistant III (2 positions)	PR 425
	Office Assistant IV	PR 445
Recommendation:	Communications Assistant III (3 positions)	PR 445

The basic function of these three positions is to provide support to the field activities of the Distribution Section by performing various office duties such as two-way radio communications and dispatching, record research, and the documentation and record archiving of both emergency and routine Milwaukee Water Works (MWW) events. The duties and responsibilities include the following:

- 30% Initiate and receive telephone calls from customers and the general public, contractors, plumbers, employees in other City departments, field personnel, and others to coordinate work activities, provide information, and initiate a response in coordination with the CAV; operate the two-way radio to monitor and receive calls from field crews and Water Distribution Supervisors, and to transmit information; conduct records research to provide and relay data such as plat page information, construction plans, asbuilts, tap and branch locations, enQuesta account data, and previous work order information to the Water Distribution Supervisors, field crews, and Utility Investigators; contact other agencies and departments to request the moving of bus stops, the salting of icy streets, the relocation of vehicles, the opening of catch basins, and the lock out tag out of street lighting cables and to communicate a hydrant is out of service; and document actions and results.
- 30% Review the MWW daily logs, request forms, work orders, and service requests to ensure that assignments have been completed; obtain enQuesta system work orders and/or create enQuesta Turn On and Turn Off work orders; dispatch work to field personnel; monitor completion of work and follow up with employee assigned or Water Distribution Supervisor for final result of work order status; and enter data into enQuesta to close out work orders in a timely manner so as not to adversely affect the MWW billing system.
- 15% Request and complete Digger's Hotline tickets; provide detailed information to Digger's Hotline service for accurate field utility locating and marking as needed in advance of Distribution excavation activities; provide needed information to supervisory staff and field crews to expedite field repairs; document and process Digger's Hotline and DPW permit requests by distributing request tickets by district, filing copies, researching tap locations as needed, filing original completed tickets, researching ticket numbers and information as needed, and expeditiously processing emergency requests.
- 15% Generate and process internal records including: Request Forms, Distribution Work Orders, and Box Slips; prepare correspondence as requested; maintain records of work completed for reports; locate and print GIS maps to assist Distribution personnel in repairing and maintaining the piping system infrastructure; and update and maintain hydrant out of service list and leak list.
- 5% File Distribution Work Orders, Request Forms, and Box Slips in an organized, timely, and efficient manner.
- 5% Perform other duties as assigned.

Requirements for this position include four years of office support experience, good interpersonal and communication skills, knowledge of various software applications, and an ability to read and interpret water system maps, paving plans, and plat books, and to communicate via a two-way radio.

Analysis

As indicated above, the responsibilities these three positions have changed as the DPW Water Works consolidated operations of the Distribution Section at the DPW Field Headquarters. At that time five positions of Communication Assistant V, previously located in the Water Administration Division at the Zeidler Municipal Building, were also moved to the DPW Field Headquarters. As a result of the consolidation, the duties and responsibilities of the three positions under study changed from performing strictly office work to performing some of the duties associated with the Communications Assistant job series. These duties include initiating and receiving telephone calls, operating a two-way radio, dispatching work to field personnel and supervisory staff as appropriate, and conducting record research as needed.

The Office Assistant job series includes positions that perform general office duties as opposed to working directly with one or a few managers, professionals, or elected officials in a secretarial capacity.

The Communications Assistant job series includes positions whose primary function is to facilitate the transfer of information between City operations and its internal and external customers. These positions may be assigned secondary duties such as filing and recordkeeping but the performance of the primary function takes precedence. It is expected that interruptions during the performance of secondary duties may be frequent.

A review of the different levels of the Communications Assistant series indicates that the appropriate level for these positions under study to be Communications Assistant III in Pay Range 445 as described in the job standard below:

Communications Assistant III, PR 445

The scope of information being communicated falls within a limited range, but the processing of such information requires an understanding of the technical nature of the work involved. This knowledge is one of the differentiating factors between the "II" and the "III" levels of Communications Assistant. Positions at the "III" level are expected to contact and/or dispatch appropriate personnel and explain the technical nature of the situation.

These positions under study are expected to initiate and receive calls from contractors, plumbers, and field personnel to coordinate work activities, provide information, conduct record research to provide data such as plat page information, construction plans, asbuilts, tap and branch locations and previous work order information. Other functions include contacting other agencies and departments to move bus stops, relocate vehicles, open catch basins, etc. and dispatching work to field personnel and supervisory staff as appropriate. These and other duties require a basic knowledge of all the Water Distribution maintenance activities and an ability to read and interpret water system maps, paving plans, and plat books.

The positions under study require some technical knowledge to be able to communicate with contractors, plumbers, and field personnel but they are not working with assignments that require substantial technical knowledge in order to process work as is required of positions at the level of Communications Assistant IV, PR 455 nor do they have leadworker responsibilities. DPW has several positions of Communications Assistant III and Communications Assistant IV under Parking Enforcement. The duties and responsibilities of the Communications Assistant III positions include receiving and processing requests for towing service from Parking Checkers and Police Officers; recording and processing vehicle information; identifying and contacting the

owners of towed vehicles; dispatching Parking Checkers; and responding to inquiries. The Communications Assistant IV positions perform these same duties but also perform leadworker duties such as overseeing Tow Desk operations and assigning additional work in the absence of a Parking Enforcement Supervisor; reviewing daily assignments, records and reports of Communications Assistant III positions for accuracy and completeness; and assisting with scheduling and training.

The department has indicated that the three positions under study are all performing the full level of the duties and responsibilities described in the Communications Assistant III job description. We therefore recommend that these three positions that include one Office Assistant IV position in Pay Range 445 and two Office Assistant III positions in Pay Range 425, be reclassified to Communications Assistant III in Pay Range 445.

Current: Office Assistant III PR 425
Recommendation: Office Assistant II PR 410

The basic function is to operate the front desk at the DPW Field Headquarters facility by greeting visitors and determining whether they qualify to be granted access to the building, managing the scheduling of the conference rooms, facilitating interoffice and US Post Office mail delivery, and performing basic office support duties for the Distribution Section. The duties and responsibilities include the following:

- 15% Serve as the receptionist for the DPW Field Headquarters facility; greet visitors and determine whether they qualify to be granted access; maintain documentation and records of visitors for each day, and coordinate visitors meeting with staff.
- 10% Coordinate the reservations and activities of the facility conference rooms; ensure that the rooms are in good, presentable order before and following each use of the room; and sort the inter-office and US Post Office mail for each Division and Section within the building.
- 70% Perform basic office support functions including filing, data entry, and word processing; complete and maintain the Tower Telephone listing and the Distribution Personnel roster; complete internal documents as requested by the Water Distribution Manager; process plumber bills by researching corresponding work orders, record information in the log book, distribute to management for review, and make changes as requested; record all Service Orders on the Monthly Service Order reports and submit to Manager for review; enter all employee approved vacation requests in to the Distribution Vacation database and maintain a file of requests; and assist the Office Assistant III position with special projects as assigned.
- 5% Maintain the office supply inventory and order replacement supplies as approved by the Water Distribution Manager; and perform other duties as assigned.

Requirements for this position include two years of office support experience with at least six months at the level of an Office Assistant I; and an ability to prepare letters, documents and spreadsheets.

The requested level of Office Assistant II in Pay Range 410 is described in the job specification as stated below:

Office Assistant II, PR 410


Performs varied office support duties in accordance with standard procedures; applies knowledge of departmental policies and procedures, and uses a general understanding of other department's functions; screens telephone calls, answers questions and provides information; may work with others on a team to complete special projects; accesses and inputs information; uses office equipment and microcomputer software to prepare standard and complex documents from various sources of written or dictated output.


Office support duties may include compiling records, filing, preparing mailings, screening calls, providing information and answers to questions in person or over the telephone, photocopying, tabulating, posting information, and sorting and distributing mail.

The Office Assistant II is the journey level of the Office Assistant job series and is an appropriate level for this receptionist position at the DPW Field Headquarters. The Office Assistant III level in PR 425 is stronger than the position under study as it would involve performing diverse and complex duties involving the application of standard procedures to a variety of office support duties; and demonstrates a thorough knowledge of departmental and organizational policies and procedures in assigned area of responsibility.

We therefore recommend that this position of Office Assistant III in Pay Range 425 be reclassified to Office Assistant II in Pay Range 410.

Prepared by: 
Sarah Trotter, Human Resources Representative

Reviewed by: 
Andrea Knickerbocker, Human Resources Manager

Reviewed by: 
Maria Monteagudo, Employee Relations Director

CITY OF MILWAUKEE FISCAL NOTE

A) Date: 5/10/10

File Number: 100061
Orig Fiscal Note ☒ Substitute ☐

Subject: Classification and pay recommendations approved by the City Service Commission on Tuesday, May 11, 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:	Classification and pay recommendations for new or changed positions in the 2010 budget in DOA-CDGA, Library and DNS. (See attached spreadsheet for details)		(See attached spreadsheet)		
Supplies:					
Materials:					
New Equip:					
Equip Repair:					
Rollups (.2045):					
Totals					

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 May 12, 2010
City Service Commission Meeting of May 11, 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	Administration	New Position*	NA	Business Services Specialist-NSP	546	N/A	N/A	N/A Grant Funded Position		
1	Administration	Grant Monitor*	6	NSP Program Coordinator	8	N/A	N/A	N/A Grant Funded Position		
1	Library	Bldg Maintenance Mgr	7	Library Facilities Manager	8	\$74,922	\$78,668	\$2,017	\$343	\$2,360
1	DPW-Water Works	Office Assistant III (Step 4)	425	Communications Assistant III	445	\$36,227	\$36,902	\$363	\$74	\$438
1	DPW-Water Works	Office Assistant III (step 5)	425	Communications Assistant III	445	\$37,464	\$37,727	\$142	\$29	\$171
1	DPW-Water Works	Office Assistant IV	445	Communications Assistant III	445	N/A	N/A	N/A Title Change Only		
6								\$2,522	\$446	\$2,968

*Assume changes are effective Pay Period 12 (May 30, 2010) due to grant funding.
Assume other changes are effective Pay Period 13 (June 13, 2010).

NEW SAVINGS FOR 2010

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Rollup	Total Rollup+ Sal
1	DPW-Water Works	Office Assistant III**	425	Office Assistant II	410	N/A	N/A	N/A Underfill At New PR		
1								\$0	\$0	\$0

**There are no immediate savings since the incumbent is underfilling the position as an Office Assistant II in PR 410, however there will be long term savings as the position will now be authorized at a classification with a lower pay range.

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	Administration	New Position	NA	Business Services Specialist-NSP	546	N/A	N/A	N/A Grant Funded Position		
1	Administration	Grant Monitor	6	NSP Program Coordinator	8	N/A	N/A	N/A Grant Funded Position		
1	Library	Bldg Maintenance Mgr	7	Library Facilities Manager	8	\$74,922	\$78,668	\$3,746	\$637	\$4,383
1	DPW-Water Works	Office Assistant III (Step 4)	425	Communications Assistant III	445	\$36,227	\$36,902	\$675	\$138	\$813
1	DPW-Water Works	Office Assistant III (step 5)	425	Communications Assistant III	445	\$37,464	\$37,727	\$263	\$54	\$317
1	DPW-Water Works	Office Assistant IV	445	Communications Assistant III	445	N/A	N/A	N/A Title Change Only		
6								\$4,684	\$829	\$5,513

NEW SAVINGS FOR FULL YEAR

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Rollup	Total Rollup+ Sal
1	DPW-Water Works	Office Assistant III	425	Office Assistant II	410	N/A	N/A	N/A Underfill At New PR		
1								\$0	\$0	\$0



Legislation Details (With Text)

File #: 100005 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/4/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of Employee Relations requesting an amendment to the salary ordinance and positions ordinance regarding the DC 48 Contract Administrator.

Sponsors: THE CHAIR

Indexes: DEPARTMENT OF EMPLOYEE RELATIONS, LABOR CONTRACTS, POSITIONS ORDINANCE, SALARY ORDINANCE

Attachments: Cover Letter, Communication

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100005

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Department of Employee Relations requesting an amendment to the salary ordinance and positions ordinance regarding the DC 48 Contract Administrator.

Requestor

Drafter

DER

tmh

4/20/10



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

April 19, 2010

Angelyn Ward,
Common Council Administration Manager
City Clerk's Office
Room 205, City Hall
City of Milwaukee

Dear Ms. Ward:

Article 44 of the City/Milwaukee District council 48, AFSCME, AFL-CIO labor agreement permits the Union to designate up to one employee represented by the Union to perform contract administrator duties while remaining in their employing Department, retaining their job title and being paid at rates consistent with Pay Range 934 (DC 48 Contract Administrator). Per notification from District Council 48, AFSCME, AFL-CIO, Daniel Panowitz will be replacing James Fields as DC 48 Contract Administrator. To implement this change, the Salary Ordinance and positions ordinances need to be amended. Please open a file. Further information will be forthcoming.

Sincerely,

Troy M. Hamblin
City Labor Negotiator

TMH:NMF

Ccopenlrcontradm_4-16-2010
labr\dc48\2010 Correspondence



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

April 26, 2010

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

Dear Committee Members:

Re: Common Council File No. 100005

Article 44 of the City/Milwaukee District Council 48, AFSCME, AFL-CIO labor agreement permits the Union to designate up to two employees represented by the Union to perform contract administrator duties while remaining in their employing Department, retaining their job titles and being paid at rates consistent with Pay Range 934 (DC 48 Contract Administrator-Local 33). Per notification from District Council 48, AFSCME, AFL-CIO, Daniel Panowitz will be replacing James Fields as DC 48 Contract Administrator effective Monday May 4, 2009. To implement this change, the Salary and Positions Ordinance need to be amended.

We request that the Salary Ordinance be amended as follows:

Effective May 4, 2010, under Section 3, Pay Range 285, delete the footnote designation "1/" after the title Automotive Machinist I and delete footnote 1/ in its entirety.

Effective May 4, 2010, under Section 3, Pay Range 248 add the footnote designation "5/" after the title Building Maintenance Mechanic II and add footnote 5/ to read as follows: "5/ Effective May 3, 2010, one position held by Daniel Panowitz, in the Milwaukee Department of City Development, to be paid at rates consistent with Pay Range 934 while performing contract administrator duties."

Effective May 4, 2010, under Section 23, delete Pay Range 934 in its entirety and replace with the following:

Pay Range 934
Official Biweekly Rates

\$1,855.95

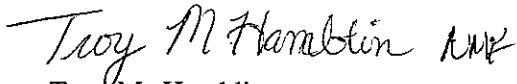
District Council 48 Contract Administrator – Local 33

We request that the Position Ordinance be amended as follows:

Under the Department of City Development, Public Housing Programs Decision Unit, Family Housing unit Section, add one position of Building Maintenance Mechanic II, and the footnote designation "(A)" following the title Building Maintenance Mechanic II with footnote "(A)" to read "(A)" One position occupied by Daniel Panowitz, authorized with the terms of the labor contract."

In view of the foregoing, we recommend adoption of the attached resolution implementing the Memorandum of Understanding.

Sincerely,


Troy M. Hamblin
City Labor Negotiator

Attachment

cc: Faranda Wragg
Chuck Schumacher
Dan Thomas
Jeff Tews
John English
Terry MacDonald

TMH:NMF
Contractadmltr_4-16-10
labr\dc48\2010 Correspondence



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 100039

File ID: 100039

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: DEPARTMENT OF
EMPLOYEE
RELATIONS

Cost:

File Created: 05/04/2010

File Name:

Final Action:

Title: Substitute resolution to ratify and confirm a collective bargaining agreement between the City of Milwaukee and Local 494, IBEW, AFL-CIO (Electrical Group).

Notes:

Code Sections:

Agenda Date:

Indexes: AGREEMENTS, LABOR CONTRACTS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter, Letter from Dept of Employee Relations re amendments to the salary ordinance, Letter from Dept of Employee Relations, Fiscal Note, Contract, Memorandum of understanding 10-11

Enactment Number:

Drafter: tmh

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	05/04/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	05/07/2010	HEARING NOTICES SENT		05/12/2010		
1	CITY CLERK	05/10/2010	DRAFT SUBMITTED				
	Action Text:	This Resolution was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	05/12/2010					

Text of Legislative File 100039

..Number
100039
..Version
Substitute 1
..Reference

..Sponsor
THE CHAIR

..Title
Substitute resolution to ratify and confirm a collective bargaining agreement between the City of Milwaukee and Local 494, IBEW, AFL-CIO (Electrical Group).

..Analysis
The purpose of this resolution is to confer common council approval, ratification and confirmation on a collective bargaining agreement between the City of Milwaukee negotiating team and Local 494, IBEW, AFL-CIO, Electrical Group, covering wages, hours and conditions of employment for the time period commencing June 1, 2010, and ending May 31, 2012.

..Body
Whereas, The total agreement between the city negotiating team and Local 494, IBEW, AFL-CIO, Electrical Group, for the period commencing June 1, 2010, through May 31, 2012, has been reduced to writing; and

Whereas, A Memorandum of Understanding embodying the agreements reached by the parties to such negotiations, a copy of which is attached to Common Council File No. 100039 and incorporated herein as though fully set forth at length, subject to ratification by the Common Council; and

Whereas, The union membership has ratified the memorandum of understanding and a copy of a letter to that effect is attached to Common Council File No. 100039 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 agreement between the city negotiating team and Local 494, IBEW, AFL-CIO, Electrical Group, be approved; and, be it

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

Further Resolved, That the proper city officials are hereby authorized and directed to execute a formal contract between the City of Milwaukee and Local 494, IBEW, AFL-CIO, Electrical Group, which reflects the terms of the agreement; and, be it

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

Further Resolved, That such sums as are necessary for the implementation of the aforementioned labor contract in accordance with its 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
JJA:
100039 res
labr/lo-494eg/2010-2011



Office of the Comptroller
May 11, 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. 100039

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 494, IBEW, AFL-CIO.

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. The 2010-2012 agreement does not call for cost of living increases or no pay step advancements. These provisions do not increase or decrease salaries over 2009 rates.

We have found the balance of the figures in the note to be reasonable. The figures developed by the Labor Negotiator are adequate for use in the file.

Very truly yours,



W. MARTIN MORICS
Comptroller

WMM:JB

20 - IBEW 06/01/10 to 05/31/12

c: Labor Relations
Deferred Comp
ERS



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

April 21, 2010

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 Labor Agreements for 2010 and 2011 with the following City unions:

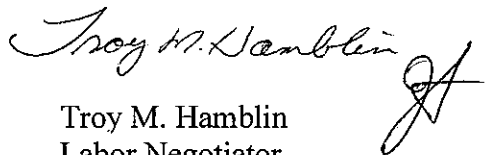
- Local 494, IBEW, AFL-CIO Electrical Group
- Milwaukee Building and Construction Trades Council

In order to implement a Labor Agreement, a Common Council resolution ratifying and confirming 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 a collective bargaining agreement between the City of Milwaukee and (insert union name)".

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

Sincerely,


Troy M. Hamblin
Labor Negotiator

JJA

Open negotiation letter
Jalvar/wpdata/ FORMS

**Summary of Wage & Fringe Benefit Modifications
In the
2010-2012 Agreement
between the
City of Milwaukee
And
Lo 494, IBEW, AFL-CIO Electrical Group**

1. Article 1, Duration: Two Years, June 1, 2010 through May 31, 2012.
2. Article 17 Base Salary:
 - During the term of the Agreement, the biweekly base salary paid to employees shall be those rates that became effective June 1, 2009.
 - Effective Pay Period 12, 2009, through Pay Period 11, 2012, there shall be no pay step advancement, except that employees in the Electrical Mechanic Apprentice job classification (Pay Range 975) shall advance in pay in accordance with the labor contract and the apprenticeship contract between the City and the State of Wisconsin. The no pay-step advancement provision shall expire at the end of Pay Period 11, 2012.
3. Article 33, Pension Benefits:
 - Employees who retire from active service during the time period beginning June 1, 2010, through December 31, 2011, on a normal service retirement or early retirement under 36-05-6-c (i.e. immediate actuarially reduced allowance) shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement. This provision shall expire at the end of 12/31/2011.
 - Employees who retire from active service during the time period beginning June 1, 2010, through December 31, 2010 only on a normal service retirement or from active service on an early retirement under 36-05-6-c (i.e. immediate actuarially reduced allowance) shall be eligible for a bonus year. 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. Employees must give notice of by August 31, 2010, of their intent to retire in order to be eligible for the bonus year. This provision shall expire at the end of 12/31/2010.

- Employees hired on or after June 1, 2010, shall contribute no more than 5.5% of their earnable compensation.

4. Article 34, Health Insurance:

- Employees who retire from active service on a normal service retirement and elect to use the bonus year to meet the minimum age or years of service requirements for retiree health insurance shall be entitled to the benefits under Article 34.2.e or f and costs under Article 34.3.c.(1) or (2) of the City proposal.
- This provision shall expire at the end of Pay Period 26, 2010.

5. Furloughs:

- There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. Furloughs, if any, in 2012 shall be as determined by the City.
- 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 Union shall withdraw all pending complaints or grievances against the City with respect to its ability to furlough employees.
- This provision shall expire at the end of Pay Period 11, 2012.

6. Seniority for Layoff Purposes, Article 16

There shall be no lay-offs during calendar year 2010 with the exception of seasonal layoffs and loss of grant funding. This provision shall expire at the end of Pay Period 26, 2010.

7. Safety Shoe Allowance Program, Article 38.

An eligible employee may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance, provided that the shoes are purchased at the same time.

8. Add or update language and dates and delete obsolete language as necessary in all articles.

May 6, 2010

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

Re: Common Council File #100039

Dear Committee Members:

Agreement on a Memorandum of Understanding has been reached between the City Negotiating Team and the Local #494, IBEW, AFL-CIO. The Memorandum of Understanding covers wages, hours and conditions of employment for the period commencing June 1, 2010, to May 31, 2012.

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

It is recommended that the attached resolution be approved.

Sincerely,

Troy M. Hamblin
Labor Negotiator

Attachments

c: Jeffrey Polenske,
Preston Cole
Carrie Lewis
Dan Thomas

TMH:JJA
100039 FP ltr
labr/lo-494/2010-2011

A) Date: 5-6-10File Number: 100039
Original Fiscal Note ☒ Substitute ☐Subject: Resolution to ratify and confirm a collective bargaining agreement between the City of Milwaukee and and LO494, IBEW, AFL-CIO(Electrical Group).B) Submitted By (name/title/dept/ext.): Joe Alvarado/Labor Relations Officer./Employee Relations/x2105

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:					9,826
Pensions:			86,154		11,314
Health Ins:					
Life Ins:					
Equip Repair:					
Other:					
Totals			\$86,154		\$21,140

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 73,846 and savings of 21,016 will recur in 2012 only. A maximum annual cost of 160,000 will recur over the 24-yr period of amortization of the pension enhancements and savings of approximately 25,097 will recur annually due to the 5.5% employee contribution (1st and 2nd year repeat costs and savings).

H) Computations used in arriving at fiscal estimate:

Current staffing and prior years' experience.

Please list any comments on reverse side and check here ☐



I B E W

LOCAL UNION 494

3303 South 103rd Street, Milwaukee, Wisconsin 53227-4108

(414) 327-5202 FAX: (414) 327-3655



May 4, 2010

City of Milwaukee
Joseph Alvarado
Department of Employee Relations
200 E. Wells, Room 706
Milwaukee, WI 53202

To whom it may concern:

Please be advised that Local Union 494, I.B.E.W. members working under the City of Milwaukee (Electrical Group) ratified the 2007 agreement on May 3, 2010.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Large".

Dan Large
Business Representative

DL/mg
opeiu #9 afl-cio

MEMORANDUM OF AGREEMENT
Between
THE CITY OF MILWAUKEE
and
LOCAL #494, IBEW, AFL-CIO
DEPARTMENT OF PUBLIC WORKS
ELECTRICAL GROUP

June 1, 2010– May 31, 2012

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Deleted: 2010

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 LOCAL #494, IBEW, AFL-CIO, DEPARTMENT OF PUBLIC WORKS, ELECTRICAL GROUP, as the representative of certain 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 June 1, 2010, and ending at 12:01 a.m. on June 1, 2012. However, following approval or adoption of this Agreement by the Common Council and Mayor, both parties may agree to an extension beyond that date.
- 1.2. Within 30 calendar days following Common Council adoption of this Agreement, the Union shall give the City written notice in accordance with the NOTICES provision of this Agreement, indicating areas in which changes are requested in a succeeding labor Agreement; conferences and negotiations shall be carried on by the parties within 30 calendar days following the date such notice is provided.

Deleted: 2007

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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

NOTICES

- 4.1. 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.
- 4.2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the Business Manager of the Union.
- 4.3. By mutual consent, the City and the Union may waive the certified mail requirement provided above where they deem it appropriate.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and that the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish reasonable work rules. Any dispute with respect to these work rules shall not in any way be subject to advisory or final and binding arbitration, but any dispute with respect to the reasonableness of a work rule(s) may be submitted to fact finding pursuant to Section 111.70 of the Wisconsin Statutes.
- 5.2. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.
- 5.3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- 5.4. The City reserves the right to discipline or discharge for just cause. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where continuation of such work would be wasteful and unproductive. 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.
- 5.5. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City, except as limited herein. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City will not lay off any employees who have completed their probationary periods and have regular civil service status at the time of the execution of this agreement because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage, or

essential public need where it is uneconomical for City employees to perform said work; provided, however, that the economies will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

- 5.6. The City will give a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting.
- 5.7. The Union recognizes the right of the City to make assignments of employees with the same job title within any position in the Department represented by the Union and encourages the City to utilize the right for training, to minimize layoffs and to accomplish its functions in a most expeditious manner.

ARTICLE 6

RECOGNITION

- 6.1. The City recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining unit and as the certified representative for those employees in this bargaining unit occupying the classifications as defined in the appropriate "Certifications of Representatives" promulgated by the Wisconsin Employment Relations Commission.
- 6.2. 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.
- 6.3. In the event new positions which align with the electrical industry not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit and they shall also be covered by the Agreement between the Union and the City.

ARTICLE 7

UNION NEGOTIATING COMMITTEE

- 7.1. The Union shall advise the City of the names of its negotiators. One or more representatives from the Union shall be paid their regular base salary up to a combined maximum of 50 work-hours for time spent in attendance at official negotiating meetings between the City and the Union. No payment will be made for time outside the representatives' normal workday and in no event will payment be made for time in excess of eight hours per day. Reasonable travel time from site of employment to site of meeting will be allowed.
- 7.2. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled negotiating meetings to permit notification of the appropriate City departments.
- 7.3. The City Labor Negotiator shall interpret and administer the provisions of this section.

ARTICLE 8

LIMITATIONS UPON UNION ACTIVITY

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

ARTICLE 9

BULLETIN BOARDS

9.1. The City will furnish for the Union one bulletin board at each agreed upon location.

The bulletin boards shall be used only for the following notices:

- (a) Recreational and social affairs of the Union.
- (b) Union meetings.
- (c) Union elections.
- (d) Reports of Union committees.
- (e) Rulings or policies of the International Union.

9.2. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices, or announcements which violate the provisions of this section shall be posted.

9.3. Any Union-authorized violations of this section shall entitle the City to immediately cancel the above provisions of this Article and remove the bulletin boards.

9.4. The agreed locations shall be each of the specialty areas.

ARTICLE 10

DUES & FAIR SHARE DEDUCTIONS

- 10.1. An employee may authorize the City to deduct Union dues from his/her 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 Union who have not authorized dues deductions by dues deduction cards, a fair share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members of each appropriate and affiliated local, 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 City Labor Negotiator 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 City Labor Negotiator at least four (4) weeks before the start of the pay period in which 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 his/her 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, departments or divisions 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.

ARTICLE 11

SAFETY COMMITTEE

- 11.1. Annually during the term of this Agreement or any extension thereof, the Union shall submit to the appropriate DPW Division Head the names of five current bargaining unit employees and the Division Head shall select from said list two employees to serve on the Division's Safety Committee, notifying the Union and the employees of their selection.

The first of the two employees selected by the respective Division Head shall be appointed to the Committee on the date of their selection and shall serve a one-year term. The appointment of the second person selected shall also be for a one-year term effective 6 months after the date of selection by the respective Division.

- 11.2. Names of employees who have served on the Committee shall not be resubmitted to the respective Division as being eligible for appointment until at least one calendar year has elapsed from the expiration of his/her last appointment.
- 11.3. This provision shall not result in enlargement of the present committee nor affect its present composition.

ARTICLE 12

TRAINING ADVISORY COMMITTEE

- 12.1. The composition and responsibilities of the Training Advisory Committee shall be in accordance with the separate agreement between the parties establishing the apprenticeship program.

ARTICLE 13

PROHIBITION OF STRIKES AND LOCKOUTS

- 13.1. 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.
- 13.2. Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order its members to return to work, provide the City with a copy of such an order; and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by the Union that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue orders and/or take action shall be considered in determining whether or not the Union caused the strike, directly or indirectly.
- 13.3. 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.
- 13.4. In the event a dispute arises between the parties with respect to whether or not the Union

has either directly or indirectly, caused or authorized, a strike, acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties, the dispute shall be determined in final and binding arbitration as set forth in this Agreement.

- 13.5. In the event of a dispute arising as to whether or not the City has locked out employees, the dispute shall be determined in final and binding arbitration as set forth in this Agreement.

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. Newly hired probationary employees who are disciplined or discharged for any reason during their probationary periods shall not have recourse to the Grievance Procedure or Arbitration Procedure Articles of this Agreement.
- 14.3. An employee may elect to pursue a matter under the provisions of this article or may pursue it through established Civil Service procedures if the employee is eligible and if the issue is appropriate under Civil Service rules. The employee may pursue the matter under the grievance procedure or the Civil Service procedure but not both.
- 14.4. 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 five (5) working days of the occurrence of the incident leading to the grievance.
- 14.5. 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 receiving the written grievance initiation, the Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance.
- 14.6. Step Three. If the grievance is not settled at the second step, the Union or the employee shall have the right to make an appeal in writing within ten (10) working days of the receipt of the second step answer to the Department Head or his/her designee. The Department Head or his/her designee shall confer with the aggrieved employee and the Union and notify the aggrieved employee and the Union of a decision in writing within ten (10) working days from the date of such meeting.
- 14.7. If a Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, either party may proceed to the next step as provided.

- 14.8. Step Four. If the answer of the Department Head upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees held periodically for that purpose. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until the meeting has occurred or the parties by written agreement have waived such meeting.
- 14.9. All written grievance appeals shall set forth the provision of the Agreement under which the grievance was filed.
- 14.10. Time Limit for Filing and Advancement
- a. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or any appeal thereof within the specified time limits, the Union may treat the grievance as denied at that step and immediately appeal the grievance to the next step.
 - b. The term, "working days," as used in this Article shall mean the days in which regular City business is conducted, exclusive of weekends and holidays.
 - c. The time limits set forth in this Article may be waived by written consent of both parties.
 - d. By written agreement, the parties may waive any of the steps set forth in the Grievance Procedure.

ARTICLE 15

ARBITRATION PROCEDURE

- 15.1. No item or issue may be the subject of arbitration either advisory or binding, unless such arbitration is requested in writing within 90 working days following the action or occurrence which gives rise to the issue to be arbitrated.
- 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 provisions of this Agreement.

- d. Disputes or differences regarding classifications of positions, promotion of employees, and elimination of positions, except as provided in the contracting and subcontracting provisions.
- e. Any pension matter.

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 for any reason, rights to arbitration either advisory or binding 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. In addition to all matters presently subject to arbitration, the Union shall have the right to submit all matters of discipline and discharge to arbitration in the same manner as now is being done for other arbitrable issues. If an employee elects to have his/her discipline or discharge case heard by the City Service Commission under the provisions of Section 63.43 of the Wisconsin Statutes or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived his/her right to arbitration.
- 15.9. The arbitrator selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall hear evidence that in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

- 15.10. No award of any arbitrator may be retroactive for a period greater than 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.
- 15.11. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- 15.12. The arbitrator shall expressly be confined to the precise issue submitted for arbitration and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall by mutual consent extend the period in writing.
- 15.13. All joint 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

SENIORITY FOR LAYOFF PURPOSES

16.1. Definitions

- a. Seniority for layoff purposes will be the relative status of employees in a specialty area based upon regular appointment to a particular job title within the bargaining unit, to which will be added, in case of a reduction of an affected employee to a lower classification, the seniority the affected employee had in other job titles within the bargaining unit.
- b. The term "specialty area" shall mean one of the following:
 1. Communications.
 2. Street Lighting.
 3. Traffic.
 4. Special Electrical Services (work locations other than 1-3, above).

16.2. Seniority Listing

- a. The City shall provide the Union with current seniority lists when the parties meet as required in 16.3.a. or 16.4.a.
- b. Employees who have the same starting date shall have their seniority status determined by City service examination grade. If the grades are not determinative, seniority shall be determined by lot.
- c. Seniority shall be broken if an employee:
 1. Retires.
 2. Resigns from City employment.
 3. Is discharged and the discharge is not reversed.
 4. Is not recalled from layoff for a period of three (3) years; provided, however, that this period shall be extended to a total of five (5) years if the employee is employed in the electrical industry during the additional two (2) year period.
 5. Is recalled from a layoff and does not report for work within three (3) calendar weeks of the date on which he/she was to report for work.
 6. Does not return at the expiration of a leave of absence.

- d. Apprentices who complete their indenture will receive seniority as Electrical Mechanics starting on the same day of the 27th pay period prior to the completion date of their indenture.

16.3. Short Term Layoff

A short-term layoff shall be a layoff of 15 working days or less.

- a. The City shall notify the Union immediately of the situation and will meet with the Union within three (3) working days to fully apprise it of its reasons for layoff, and the expected duration thereof.
- b. Layoff will be on a seniority basis within the affected specialty area with the least senior employee being the first to be laid off. An employee in a higher classification may displace an employee in a lower classification provided he/she shall displace the employee with the least seniority in the next lower classification within the affected specialty.
- c. During the first short-term layoff of a calendar year, apprentices shall not be laid off. Should additional short term lay offs occur within the same calendar year, 16.4.e. shall apply.
- d. Employees shall be notified of the date of recall from layoff as soon as possible after the City has established it.
- e. Should it become known by the Department that events will cause the short term layoff to be extended, the Union will be notified within three (3) working days prior to the expiration of the original layoff period and the parties will meet to discuss extension of the short term layoff provisions of this Agreement or application of the long term layoff provisions of this Agreement with the exception of 16.4.a..

16.4. Long Term Layoff

A long term layoff shall be a layoff of greater than 15 working days duration.

- a. When the City determines a long term layoff is necessary, it shall give the Union notice promptly and in no case less than two (2) weeks prior to the effective date of the layoff of the first employee. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs.

- b. The employee with the least seniority in the job title within a specialty area shall be laid off.
- c. An affected Electrical Mechanic may displace the least senior Electrical Mechanic in another specialty area if he/she passes an examination as to proficiency in the specialty area or his/her qualifications have been acknowledged by the City.
 - 1. An Electrical Mechanic who is laid off but has sufficient seniority to bump into a different specialty area may, within six (6) calendar months of the effective date of his/her layoff, request a final opportunity to take a test(s) for placement in a specialty area. The request shall be made in writing to the Department of Employee Relations' Personnel Analyst for the Certification and Labor Activity Staff and shall specify which test(s) are to be taken. The test(s) shall be given and scoring completed within thirty (30) days of the date, which is the end of the six (6) month period following the layoff.
 - 2. Management retains the right to transfer or retransfer said employee in accordance with the Management Rights article as the nature of its operations requires.
- d. The employee to be laid off may displace the least senior employee holding a job title in the same or lower pay range in any specialty area if:
 - 1. The affected employee has more seniority.
 - 2. The employee has the physical capability of performing the assignment of the employee with lesser seniority.
 - 3. The position to which he/she transfers is not paid at a higher rate.
- e. If the City determines that the number of Electrical Mechanics must be reduced, employees occupying the title of Electrical Mechanic Apprentice shall be laid off first.
- f. Notification
 - 1. An employee who will be laid off shall be given written notice five (5) working days prior to the date his/her layoff begins except when the layoff is a conversion from a short-term layoff. If the layoff is a conversion from a short-term layoff, the individual on layoff will be notified as soon as possible

after the meeting required in 16.3.e., above, takes place.

2. The City shall notify each laid off employee at least two (2) weeks prior to the date he/she shall report to work when the duration of the work will be greater than five (5) working days.

16.5. Recall

- a. Recall of the laid off employee shall be by application of seniority in the reverse order of layoff.
- b. An employee who refuses recall for work, which is of five (5) working days duration or less shall not have his/her seniority rights changed by that refusal.
- c. No new employee will be hired in any specialty area until an employee who occupied the same or a higher job title as the vacant position and who is laid off from City employment has been offered the position.
- d. An Electrical Mechanic who accepts an offered position as an Electrical Mechanic shall serve a four month probationary period if the offered position is in a specialty area different than he/she has worked under as an Electrical Mechanic within the last three years immediately prior to being laid off. An employee who rejects such position shall not be recalled until the position he/she held at the time of his/her layoff again becomes available.

- 16.6. An employee promoted to a management or supervisory position from a position within the certified bargaining unit will not accumulate seniority during the initial one year probationary period in the new position, but will retain earned seniority up to the date of the promotion. If he/she is terminated, resigns or is laid off during this initial one year probationary period he/she may be returned to a job or job title he/she previously held in the bargaining unit in accordance with his/her previously earned seniority in the job or job title.

- 16.7. There shall be no lay-offs during calendar year 2010 with the exception of seasonal layoffs and loss of grant funding. This provision shall expire at the end of Pay Period 26, 2010.

ARTICLE 17

BASE SALARY

17.1. The wages paid to employees covered by this Agreement shall be changed as follows and be in accordance with the Hourly Construction Rates Ordinance as adopted by the Common Council and any other related ordinances and appropriate amendments.

a. Electrical Mechanic.

Except as provided in 17.1.a.2., below, Electrical Mechanics shall be paid an hourly wage rate based on a percentage of the minimum hourly wage rate for the outside position of Journeyman Wireman as follows:

1. Effective Pay Period 12, 2010 through Pay Period 11, 2012 - 95% of the minimum hourly wage rate that became effective June 1, 2009, for the outside position of Journeyman Wireman (the outside rate as of June 1, 2009, was \$31.10 per hour).

The above percentages shall be used to calculate the hourly wage rate for Electrical Mechanics covered by this Agreement. For purposes of interpretation and construction of the provisions of this Article, the hourly wage rate for Journeyman Wireman shall mean the minimum hourly wage agreed upon in the contract(s) between Local 494, IBEW, AFL-CIO and the National Electrical Contractors Association-Milwaukee Chapter for the period from June 1, 2007, up to and including May 31, 2010, provided, however, that, for calculation purposes, the minimum hourly wage rate for Journeyman Wireman from which the hourly wage rate for Electrical Mechanics covered by this Agreement is calculated shall be reduced by an amount equal to any reduction or elimination of any Fund Contributions below an aggregated amount of \$19.74 per hour for all Fund Contributions.

The Fund Contributions referred to in this provision are defined as those amounts contributed to the Local 494, IBEW, AFL-CIO, Health and Welfare Fund, Pension Fund, and Vacation Fund, and which totaled \$19.74 per hour as of June 1, 2009.

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Deleted: Effective Pay Period 12, 2007- 95% of the minimum hourly wage rate for the outside position of Journeyman Wireman.¶
... 2. Effective Pay Period 12, 2008- 95% of the minimum hourly wage rate for the outside position of Journeyman Wireman.¶
... 3.

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(b) Except as specified above, any required changes in City rates of pay shall become effective the pay period in which the first day of the pay period is nearest to the next June 1 following the date of the changes in the contract between the Union and the Contractor's Association.

2. A newly appointed Electrical Mechanic who has not successfully completed the City of Milwaukee Electrical Mechanic Apprenticeship program shall receive an hourly rate of pay equal to ninety percent (90%) of the hourly rate of a City Electrical Mechanic while serving his/her initial probationary period as an Electrical Mechanic. Upon successful completion of his/her probationary period, he/she shall advance to the hourly rate received by non-probationary City Electrical Mechanics effective the next pay period following completion of the probationary period. An Electrical Mechanic who is hired at the probationary rate shall become eligible for the non-probationary rate after six months of probationary service or upon satisfaction of City Service Commission requirements regarding Probationary Period, whichever is earlier.

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b. Electrical Mechanic Apprentice.

1. The rates for an Electrical Mechanic Apprentice are as follows:
The rate for step one shall be 50% of the hourly rate of the Electrical Mechanic. The rate for step two shall be 60% of the hourly rate of the Electrical Mechanic. The rate for step three shall be 75% of the hourly rate of the Electrical Mechanic. The rate for step four shall be 90% of the hourly rate of the Electrical Mechanic.
2. Changes in the rates for this classification shall be effective for the same pay period(s) as for the changes for employees occupying the classification of Electrical Mechanic.
3. An employee of the Department of Public Works who is appointed directly as an Electrical Mechanical Apprentice and who has an hourly rate of pay higher than an Electrical Mechanic Apprentice shall either retain the higher rate of pay or receive the third step of the Apprentice pay range, whichever is lower.

The employee shall retain this rate of pay unchanged until such time as the step of the Apprentice pay range to which the employee is entitled by virtue of his/her years of service as an Electrical Mechanic Apprentice equals or exceeds this rate of pay. Then, the employee shall be compensated at the applicable step, which equals or exceeds his/her former rate.

c. Electrical Worker

1. The rates for an Electrical Worker are as follows:
 - (a) The rate for step one shall be 59% of the hourly rate of the outside Journeyman Wireman. The rate for step two shall be 63% of the hourly rate of the outside Journeyman Wireman. The rate for step three shall be 68% of the hourly rate of the outside Journeyman Wireman.
 - (b) An employee in this classification may be eligible for step four which is 73% of the hourly rate of the outside Journeyman Wireman if he/she receives the recommendation of the Electrical Worker Review Committee and the approval of the Division Head for the Division in which the Electrical Worker is employed. The Electrical Worker Review Committee shall consist of two representatives of the City and two representatives of the Union. The Review Committee shall develop such forms as are necessary to document the review of Electrical Workers. If an Electrical Worker is unsuccessful in his or her application for Step Four pay, he or she may reapply after one year, unless the Committee states a different period.
 - (c) During the term of the 2010-2012 Agreement, there shall be no pay step advancement for employees in the Electrical Worker classification.
2. Changes in the rates for this classification shall be effective for the same pay period(s) as the changes for employees covered by this Agreement occupying the classification of Electrical Mechanic. For calculation purposes, the minimum hourly wage rate for Journeyman Wireman from which the hourly wage rate for Electrical Workers is derived shall be calculated in the same manner as is the minimum hourly wage rate for Journeyman Wireman from

which the hourly wage rate for Electrical Mechanics is derived.

3. An employee who enters the Electrical Worker classification from a classification, which has a maximum hourly rate less than the maximum hourly rate of the Electrical Worker classification shall be paid at the lowest numbered step which pays more than the hourly rate he/she previously received.

17.2. The wages of employees shall be paid biweekly.

17.3. The City reserves the right to make corrections of errors to the Salary Ordinance(s) if they are found. The City and Union agree that the City may recoup by setoff from employees' paychecks any overpayments to employees.

17.4. The City reserves the right to make changes in the Salary Ordinance(s) to reflect classification changes recommended by the City Service Commission. This item shall not be subject to either advisory or binding arbitration.

17.5. All employees shall participate in direct deposit of paychecks.

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17.6. There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. Furloughs, if any, in 2012 shall be as determined by the City. 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 during the term of this Agreement. 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 at the end of Pay Period 11, 2012.

ARTICLE 18

SPECIAL PAY PRACTICES

- 18.1. Whenever an Electrical Mechanic is assigned a duty or responsibility as described in 18.1. a. through 18.1. i., below, he or she shall be paid a premium of one dollar and fifty cents (\$1.50) per hour:
- a. Crew Chief assigned for the full workday to supervise a crew of four or more employees who may occupy the title of Electrical Mechanic, Electrical Worker or Laborer;
 - b. Crew Chief assigned to supervise two or more members on a pole crew or traffic cable crew;
 - c. Crew Chief assigned at the beginning of the workday (paid for all hours actually assigned and worked as a Crew Chief);
 - d. "Relief" Crew Chief assigned for a minimum of three (3) hours (and thereafter paid for all hours actually assigned and worked as a Crew Chief);
 - e. Duty electrician assigned to work a weekend and/or holiday at the Canal Street Shop;
 - f. Dispatcher in the Street Lighting, Traffic or Communications Sections assigned to assist management with the daily office administration of communication and traffic activities;
 - g. Crew Chief or lead worker assigned as the lead person on a job in the Operations Division or Water Works;
 - h. Designated electrician for a DPW Division or other City Department;
 - i. Designated to hold the Type C Contractors Electrical License for the City.
- 18.2. An Electrical Mechanic who is regularly assigned to rotating telephone switch maintenance duties shall be paid a premium of one dollar fifty cents (\$1.50) per hour for each hour actually worked. Except as provided herein, under no circumstances shall an employee be paid this premium for any paid or unpaid time off; and unpaid time off shall include CTO (compensatory time off).
- 18.3. An Electrical Mechanic assigned duty as "On-Call Mechanic" shall be paid fifteen dollars

(\$15) per day for each weekday (Monday through Friday) and thirty-six dollars (\$36) for each weekend day or holiday provided he/she is required to carry a communication device outside of his/her regularly scheduled hours of work on such weekdays, weekend days or holidays and provided he/she is available to respond to calls for service during such days. For example, an Electrical Mechanic assigned duty as "On-Call Mechanic" from 4:00 p.m. Friday to 8:00 a.m. on the following Monday shall be paid as follows:

\$15: 4:00 p.m. Friday to 12:00 a.m. Saturday

\$36: 12:00 a.m. Saturday to 12:00 a.m. Sunday

\$36: 12:00 a.m. Sunday to 12:00 a.m. Monday

\$15: 12:00 a.m. Monday to 8:00 a.m. Monday.

- 18.4. Year-round employees shall be eligible for a tool allowance of forty dollars (\$40.00) per calendar year.
- 18.5. Effective upon execution of the 2004-2007 City-Union Agreement, on a one-time basis, the City shall provide reimbursement for the CDL license (not including renewals) of employees who are newly required to hold a CDL if such employees were appointed to a position represented by the Union prior to the establishment of the job requirement that employees must obtain a CDL.

ARTICLE 19

HOURS OF WORK

- 19.1. 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 workday 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.
- 19.2. 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 provision of this Agreement as long as any change in an employee's work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in the OVERTIME provision so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in his/her work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.
- 19.3. Any time period for which the employee is compensated at his/her base rate of pay shall be counted into the 8 hour day or 40 hour week for the purpose of computing overtime.
- 19.4. 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 20

OVERTIME

- 20.1. Overtime means authorized work performed outside the regularly scheduled eight-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.
- 20.2. 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.
- 20.3. All employees in the bargaining unit are eligible for overtime compensation.
- 20.4. 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 20.4.b..
 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 at the sole discretion of the Commissioner of Public Works and paid at the rate of one and one half (1.5) times the actual overtime hours worked for operating and maintenance employees of the Department of Public Works during declared emergencies.
 - c. Special Overtime Compensation:
 1. For 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 shall be compensated at the rate of one and one-half (1.5) hours in compensatory time off or 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 provision. Hours of work affected by this paragraph shall be those, which fall on a Sunday or a Holiday.

- d. Notwithstanding the provisions of 20.4.a., 20.4.b., and 20.4.c., an employee shall not receive overtime compensation until he/she has worked at a straight-time rate the same number of hours that he/she took as unexcused hours during the normal work day, provided that the unexcused hours and the work in excess of normal hours of work occur in the same day.

- 20.5. Weekend and holiday emergency calls and holiday scheduled assignments will be made to those persons eligible under the lost time make-up agreement.
- 20.6. 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.
- 20.7. Application of the provisions of this Article shall not involve pyramiding of overtime.
- 20.8. 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 21

SHIFT AND WEEKEND DIFFERENTIAL

- 21.1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 21.a. or 21.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
- a. Second Shift ---- 3:00 p.m. to 11:00 p.m. \$0.40 per hour.
 - b. Third Shift ----- 11:00 p.m. to 7:00 a.m. \$0.45 per hour.
- 21.2. 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, holiday, sick leave or funeral leave.
- 21.3. 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.
- 21.4. An employee performing work under the OVERTIME provision of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

ARTICLE 22

REPORTING PAY

- 22.1. An employee, except part-time personnel, who reports for work at a regularly assigned time and who is officially excused and sent home due to lack of work or inclement weather before completing two (2) hours of work shall be credited with two (2) hours of pay at his/her straight time rate.
- 22.2. An employee who refuses an assignment in accordance with Department of Public Works work rules for inclement weather will not receive two (2) hours reporting pay and will not be penalized eight (8) hours on the lost time listing.
- 22.3. 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 the OVERTIME provision of this Agreement.
- 22.4. 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 provision of this Agreement.
- 22.5. An employee assigned to City telephone switch duties who is required to report to a City-owned work site for an emergency overtime assignment to address a switch malfunction shall be credited with three (3) hours of pay in accordance with 22.3, above, if required to so report on a day other than a Sunday or a Holiday, or in accordance with 22.4, above, if required to so report on a Sunday or Holiday; such credit shall be given in cash or compensatory time off in accordance with the OVERTIME provision of this Agreement.
- 22.6. An employee assigned to City telephone switch duties who is required to address a switch malfunction on an emergency overtime basis and who is able to address said malfunction from a non-work location using City-provided portable diagnostic

equipment shall be credited with one and one-half (1.5) hours of pay at time and one-half (1.5) if required to address the malfunction on a day other than a Sunday or a Holiday or with one and one-half (1.5) hours of pay at time and three-quarters (1.75) if required to address the malfunction on a Sunday or Holiday; such credit shall be given in cash or compensatory time off in accordance with the OVERTIME provision of this Agreement.

ARTICLE 23

LOST TIME CALL SYSTEM

- 23.1. The Infrastructure Services Division will apply the lost time call system in the Street Lighting specialty area.
- 23.2. When work on an overtime day is required, employees in Street Lighting will be offered such work according to classification with the employee having the most lost time or short time days in each classification being offered first opportunity to work on such overtime day except when individuals or a crew have to continue an assignment for construction or other abnormal work on which they worked during the normal work week or to continue an emergency assignment they started on a previous overtime day(s).
- 23.3. Call-in procedures for weekend and holiday emergency calls for Electrical Mechanics working in the Street Lighting Specialty area of the Infrastructure Division shall be developed by the Division. Changes to such procedures may be made after consultation with the Union.
- 23.4. When the nature of the work being performed under the Department of Public Works Inclement Weather Policy entails exposure to severe weather, the supervisor may assign additional employees as deemed necessary.
- 23.5. A refusal to work on an overtime day except for reasons prescribed in Department work rules shall to that extent constitute a discharge of the City's obligation to allow the employee to make it up.
- 23.6. If there are no employees in the specialty area who lost time because of application of the Division's Inclement Weather Policy, present Division policies for distribution of overtime pay shall continue to apply.

ARTICLE 24

TERMINAL LEAVE

- 24.1. 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 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.
- 24.2. 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.
- 24.3. Terminal leave compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.
- 24.4. An employee shall receive terminal leave compensation only once during his/her lifetime.

ARTICLE 25

TUITION AND TEXTBOOK REIMBURSEMENT

- 25.1. Tuition and textbook reimbursement shall be in accordance with Veteran's Administration benefits pertaining thereto. In no event shall there be any duplication of these benefits paid to the employee.
- 25.2. a. In the event that an employee is ineligible to receive tuition, textbook, lab fees or required equipment reimbursement under the provisions of Section 25.1., above, and meets criteria specified under 25.3 through 25.5, below, the City shall provide reimbursement to the employee for the tuition, laboratory fees, required textbooks and/or equipment of approved courses of study for up to a maximum of \$1,000
- b. Any portion of the combined maximum Tuition Reimbursement benefit may be used for courses that are less than three (3) weeks in duration and that are approved by management.
- c. Employees may use up to \$100 of the maximum tuition benefit for the payment of professional dues in the following organizations: Electrical Maintenance Engineers, International Electrical Inspectors, or others approved by the employee's respective Division Head.
- 25.3. All courses of study for which reimbursement is requested by an employee under the provisions of 25.2 shall be job related and approved by a City-designated administrator before any reimbursement is paid to the employee.
- 25.4. In order to qualify for reimbursement under 25.2., an employee must submit an application for reimbursement and a satisfactory final grade report or completion statement to a City-designated administrator within eight (8) weeks of the last course date. Pursuant to the established City guidelines, conferences, conventions, and 1-2 day seminars do not require a completion statement.
- 25.5. Pursuant to the established City guidelines, an approved course of study shall be deemed successfully completed if the final grade represents the minimum grade point average required for a degree, diploma, or certificate.
- 25.6. Payment of reimbursement shall be made as soon as administratively practicable after

the reimbursement application and evidence of successful completion of the approved course(s) of study is receive by the City-designated administrator.

- 25.7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
- 25.8. An employee must remain in service for a six-month period after receiving tuition and textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
- 25.9. 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 all criteria determined by the Training and Development Services Unit as necessary for payment for courses, payment shall be deducted from the employee's paycheck.
- 25.10. Coursework approved to be on City time by both the employee's Department Head and the Employee Relations Director may be on City time. Employees granted time off with pay under this provision will be eligible for tuition reimbursement as specified in Section 25.2 of this Article, above.

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 provision 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. Permanent full-time employees shall earn 15 working days of sick leave with pay during each year of active service accumulative up to an accumulated 120 working days in the "normal sick leave account."
- 26.4. 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 any 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.

26.5. 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 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 as the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control letter. During Pay Period 1 of each Fiscal Year, the Division will identify employees who have not used sick leave during the previous fiscal year and shall release them from the home visit/phone call requirement. Employees who complete 26 consecutive pay periods with no sick leave use in a pay period other than the last pay period of a fiscal year are responsible for notifying the Division of such completion if they wish to be released from the home visit/phone call requirement. For purposes of this section, fiscal year shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.

26.6. Sick Leave Control Incentive Program

- a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 2, 2010, and ending at the end of Trimester 1, 2012. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 1, 2010.
- 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 appropriate
- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
 - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence, 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

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- (2) During the full term of the trimester, the employee was in active service; and
 - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours; and
 - (4) The employee was represented by the Union for at least 560 hours in the trimester period.
- d. In 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/Division-Head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Department/Division-Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Department/Division-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. Such off day with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested, provided the employee gives his/her supervisor reasonable advance notice of

the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. 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 1-26 or 1-27, 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 80% of 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.
- 27.2. In no case shall an employee receive "injury pay" for more than one year (250 working days) during his/her employment regardless of the number of compensable injuries sustained.
- 27.3. In providing injury pay in an amount equal to 80% of the employees' base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly paycheck deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for 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 paragraph, the term, base salary, shall mean the employees' base salary pay rate in effect during the pay period he/she is claiming 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. Selection of the option shall be made in writing. The option 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 Workforce Development (formerly 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 Workforce Development 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 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 20% employee deduction from injury pay benefits provided for in section 27.3.

ARTICLE 28

VACATIONS

- 28.1 Vacation shall be earned in the following manner:
- a. 3.1 hours per pay period for employees who have completed less than 4 years of creditable service.
 - b. 4.7 hours per pay period for employees who have completed at least 4 years but less than 9 years of creditable service.
 - c. 6.2 hours per pay period for employees who have completed at least 9 years but less than 14 years of creditable service.
 - d. 7.7 hours per pay period for employees who have completed at least 14 but less than 21 years of creditable service.
 - e. 9.3 hours per pay period for employees who have completed at least 21 years of creditable service.
- 28.2 An employee on the payroll for at least 80 hours in a pay period shall be allowed to accumulate vacation leave at the rate prescribed under 28.14. An employee on the payroll less than 80 hours in a pay period shall earn vacation leave on a pro-rata basis. Hours on the payroll in excess of 80 hours in a pay period shall not count toward vacation accrual.
- 28.3 The maximum amount of vacation an employee can maintain in his or her vacation account shall be as follows:
- a. 120 hours for employees who have completed less than 4 years of creditable service.
 - b. 160 hours for employees who have completed at least 4 years but less than 9 years of creditable service.
 - c. 200 hours for employees who have completed at least 9 years but less than 14 years of creditable service.
 - d. 240 hours for employees who have completed at least 14 but less than 21 years of creditable service.
 - e. 300 hours for employees who have completed at least 21 years of creditable service.
- 28.4 Transitional Vacation Account
- Effective Pay Period 1, 2006, vacation earned in 2005 for use in 2006 and, in addition,

any vacation carried over pursuant to 28.12 of the 2004-2007 Agreement, shall be placed into a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with departmental approval. Employees may not borrow vacation hours unless all hours in their TVA's have been used.

- 28.5 Upon written request from an employee, the department head may at his or her discretion credit the vacation account of an employee who is off the payroll because of lost time or who takes an approved leave of absence of 5 days or less.
- 28.6 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.
- 28.7 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.
- 28.8 Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.
- 28.9 The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.
- 28.10 Vacations shall be taken on a fiscal year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.
- 28.11 The City shall determine how many employees may take their vacation during the various vacation periods according to seniority within their respective specialty areas. No employee shall be allowed, during the initial pick, to pick more than two weeks in prime time defined as the weeks between Memorial Day and Labor Day inclusive, and

the weeks in which the holidays of Christmas, New Year's Day, and Thanksgiving Day are celebrated. A vacation week that is reserved in Street Lighting for an Electrical Mechanic Apprentice shall be considered vacant and eligible for use by Electrical Workers if four weeks before such vacation week the Electrical Mechanic Apprentice is not working in Street Lighting.

- 28.12 All remaining accrued vacation may be selected in the months outside the prime periods.
- 28.13 Vacations shall be assigned to employees if they do not make a selection as provided above. In such cases, at least four (4) weeks' advance notice shall be given to employees prior to their vacation.
- 28.14 When the City assigns the vacation, an employee will not be requested to work the Saturday or Sunday at the end or the beginning of his/her vacation period.

Deleted: 28.15 Employees who work year-round may carry over up to five (5) days of vacation entitlement into the following fiscal year. This vacation carryover shall be subject to scheduling procedures as determined by the employees' respective division heads. Vacation entitlement that is carried over must be used by March 31 of the following year unless otherwise authorized by the division head.

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 in any way abridge the City's right to schedule an employee to work on recognized holidays.
- 29.6. 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.
- 29.7. 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

MILITARY LEAVE

30.1. 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 30.1.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. An employee who, because of honorable service in any of the wars of the United States, is eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under subsection 30.1.b.. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check,

deducting an amount equal to his/her military pay for duty (up to a maximum equal to the City pay received under subsection 30.1.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.

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

- a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.
- b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 30.2.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 he/she is still qualified to perform the duties of his/her former position or similar positions.
- c. The right to reinstatement provided in subsection 30.2.b., shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

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

An employee who is a member of the Reserve or National Guard component of the Armed Forces of the United States and is ordered to an initial period of active duty for training of not less than three consecutive months shall make application for re-employment within 31 days after:

(i) the employee's release from active duty from training after satisfactory service, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673(b), Title 10, United States Code, an employee not covered under subsection 30.2.c (1) (a), shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

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

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where active duty is not covered by subsection 30.2.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 discharged 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.

- 30.3. 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.
- 30.4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine his/her 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.
- 30.5. 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 31

TIME OFF FOR JURY DUTY

- 31.1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call his/her supervisor and if directed, shall report for the performance of City duties for the remainder of the day.
- 31.2. 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 payroll adjustment to his/her biweekly paycheck, 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.
- 31.3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.
- 31.4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty or when under subpoena for shifts which occur Monday through Friday; if the employee performs jury duty or is under subpoena 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 32

FUNERAL LEAVE

32.1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's grandparent.
- 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. 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. "Brother-in-law" and "sister-in-law" shall include an employee's spouse's sibling's spouse.

32.2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three work days with pay; these work days shall be 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.

32.3. In the case of a death of the employee's grandparent, the employee may use one workday with pay to attend the funeral of that grandparent.

32.4. 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.

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

ARTICLE 33

PENSION BENEFITS

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

- a. Employees hired on or after June 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.
- b. Employees who retire during the period from June 1, 2010 through December 31, 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.
- c. Employees who during the time period beginning June 1, 2010 through December 31, 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010. This provision shall expire at the end of December 31, 2010.

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

Deleted: 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 and after June 1, 2007.

ARTICLE 34

HEALTH INSURANCE

34.1. 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 for in the 2007-2010 City/Union Agreement, and as follows:

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- (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 of no more than an additional 30 days during the calendar year may be allowable. 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, an Outpatient Treatment Facility, or a Physician's Office, that are provided under the "Hospital Surgical-Medical Group Master Plan Document for City of Milwaukee" part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased from 80% of one thousand dollars (\$1,000) of charges to 80% of two thousand dollars (\$2,000) of charges.

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

adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Manager for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (5) In conjunction with and for the length of the UR/CM program, the City will incorporate changes in plan design that facilitate cost reductions through the use of alternative medical care facilities or medical procedures as prescribed by an employee's physician and approved by UR/CM. These alternatives will be paid for at 100%. Any second surgical opinion required by UR/CM will be paid for at 100%.
- (6) A medical "hot-line" as established by the City shall continue. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.
- (7) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- (8) Transplant Benefits
 - (a) Medically necessary human-to-human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Pre-Admission Review Program set forth in subsection 34.1.a.(4) of this Article, above.
 - (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures

is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.

- (9) The Major Medical lifetime maximum shall be increased from \$250,000 to \$500,000.

▼
b. Health Maintenance Organization (HMO) Plans

- (1) 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. The benefits for the HMO Plan selected, shall be as established by the provider of the HMO Plan. Except as provided in 1.b.(3), hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

Deleted: In addition to Basic Plan health insurance benefits, the City shall offer a narrow network option or options under the Basic Plan to eligible active employees represented by the Union. Effective the first full calendar month following execution of the 2007-2010 Agreement, the narrow network option shall be eliminated.

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- (2) ▼ The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.

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- (3) ▼ Employees shall make 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

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subsections 1.b.(3)(b) and (c), hereunder.

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

c. Basic Dental Plan

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

d. Prepaid Dental Plans (PDP)

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

- 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 34.1.a. through 34.1.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 measures it deems necessary.
- f. An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement.
- g. Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix G.

34.2. 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 (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option.
- b. An employee shall not be eligible for the benefits provided in 34.1., during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed part-time when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in 34.1.c. or 34.1.d. 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, as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in 34.1.a. or 34.1.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 34.1.a. or 34.1.b. during the term of this Agreement so long as he/she is at least age 60 and less than age 65. If a retiree eligible for these benefits dies prior to age 65, the retirees' surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 34.1.a. or 34.1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 34.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.
- g. 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.

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- h. An employee in active service who retires during the period beginning June 1, 2010 and ending December 31, 2010 only on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsections 34.2.e or f. , subject to the provisions of those sections and shall be subject to the cost of coverage provisions under Article 34.3.c. Thereafter, such employees who retire on a normal pension between June 1, 2010, and December 31, 2010, shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 34.2.e. or f. and shall be subject to the cost of coverage provisions under Article 34.3.c.

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34.3. Cost of Coverage - Basic Health Insurance or HMO Plan Only

a. Employees in Active Service

- (1) For employees enrolled in the Basic Plan from June 1, 2010, through May 31, 2012.

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- (a) Except as provided in subsection 34.5., below, effective June 1, 2010 but prior to implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

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Except as provided in subsection 34.5., below, from June 1, 2007, to the first full calendar month following execution of the Agreement, the City will contribute an amount towards meeting the monthly subscriber cost of single or family (whichever is applicable) enrollment in the plan selected by active employees of 100% of the monthly subscriber cost of single or family enrollment in the health care plan offered by the City having the lowest single or family enrollment subscriber cost to the City. Any subscriber costs for single enrollment in excess of the cost of the health care plan having the lowest single subscriber cost to the City shall be paid by the employee.

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- (b) Except as provided in subsection 5, below, effective the first full calendar

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month following implementation of the annual HRA, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

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

(2) For Employees Enrolled in a Health Maintenance Organization Plan.

(a) Single or Family Enrollment in Health Care Plans

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

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December 31, 2008, except as provided in subsection 34.5., below, the City will contribute an amount towards meeting the subscriber cost for single or family (whichever is applicable) enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of single or family enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest single or family enrollment subscriber cost to the City. 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 paycheck on a monthly basis.

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\$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

- (b) Except as provided in section 5, below, effective the first full calendar month following implementation of the annual HRA, an employee enrolled in an HMO plan shall contribute the following amounts:

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- 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 34.3.a(2)(b) i, above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
- iii For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.

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- (c) In addition to the amounts specified in subsections 34.3.a.(2)(a) and (b), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

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

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- (3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is single,

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

- (4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for in 34.3.a., above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

- (1) From June 1, 2010 through May 31, 2012

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 34.3.a. of this Article.

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c. Employees Who Retire Between June 1, 2010, and May 31, 2012

- (1) Eligible employees under subsections 34.2.e. or 34.2.f. who retire between June 1, 2010, and May 31, 2012, and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan

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is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- (2) For eligible employees under subsections 34.2.e. or 34.2.f. who retire between June 1, 2010, and May 31, 2012, and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 1.a. or 1.b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.
- (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 subsections 34.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsections 34.2.e. and 34.2.f. of this Article.

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34.4. Cost of Coverage -- Dental Plan

From June 1, 2010, through May 31, 2012, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

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34.5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under 34.3 or 34.4.

34.6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in 34.1. includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in 34.3., 34.4. and 34.5., for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under 34.3, 34.4. and 34.5. if the provision were not in effect.

34.7. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in 34.1. 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. City health insurance cost contributions provided hereunder to a retiree shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while a retiree is receiving the benefits hereunder.
- d. After any deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- e. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in 34.3.c. above towards the cost of coverage for the City's Medicare Supplemental Plan.

34.8. 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 34.1.; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

34.9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in 34.1.a. or 34.1.b., while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first twelve (12) months of an employee's authorized leave of absence.

34.10. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan for employees hired on or after January 1, 1982.

34.11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall

be in force and effective beginning June 1, 2010, and ending May 31, 2012.

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ARTICLE 35

LIFE INSURANCE

35.1. 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 at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.
- 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.

35.2. 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).

35.3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided under 35.3.b. through 35.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 35.1., 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.
- 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 35.1., 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.

35.4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under 35.1., above, who elect such coverage, shall pay to the City an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$30,000 per calendar year. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described under 35.1., above.

35.5. 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 35.1., 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.

35.6. 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 36

MUTUAL OBLIGATIONS

- 36.1. 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.
- 36.2. The City covenants, agrees, and represents to the Union that the 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.
- 36.3. 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 37

EMPLOYEE CLAIMS

- 37.1. The Committee existing by virtue of Resolution 70-2317 and subsequent amendments and by appointment of the Commissioner of Public Works shall consider claims limited to \$500.00 for losses of wearing apparel or tools sustained by employees covered by this Agreement.

ARTICLE 38

SAFETY SHOE ALLOWANCE PROGRAM

- 38.1. 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 (Classified and stamped ANSI or USAS Z41 1991/75 or with the newest ANSI or USAS number identified by the City) must be purchased before the safety shoe allowance can be granted.
 - b. A dated receipt bearing the name of the employee which clearly shows that one pair of safety shoes was purchased must be presented to the immediate supervisor prior to December 31st of the calendar year in which the claim is made.
 - c. The style of the safety shoe must meet Department requirements.
 - d. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.
 - e. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.
- 38.2. 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.
- 38.3. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes shall be up to one hundred and fifteen dollars (\$115) per calendar year. This allowance shall be paid to those employees who comply with the rules stated in 38.1. An eligible employee may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance, provided the shoes are purchased at the same time.
- 38.4. Reimbursement for safety shoes, up to the maximum allowance specified in 38.3, above, shall be made as soon as administratively practicable to an eligible employee.
- 38.5. Payment may also be made to an authorized shoe van vendor, if authorized by the employee.

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38.6. Employees must comply with the requirement that safety shoes be worn.

ARTICLE 39

CLOTHING ALLOWANCE

- 39.1. The City will make available eight (8) sets of coveralls to be used by employees when assigned to work in sanitary sewers. The coveralls will be available from the Infrastructure Services Division's Canal Street tool room.
- 39.2. Year-round employees shall be eligible for a clothing allowance of ninety dollars (\$90) per calendar year. Pro-rata payment adjusted to the nearest calendar month on the basis of length of service shall be made for employees with less than a full calendar year of service. For purposes of prorating, an employee on the payroll for at least 15 days in a calendar month shall be considered to have been in active service for the full calendar month. An employee on the payroll for less than 15 days in a calendar month shall be considered to not have been in active service at all during that calendar month. The clothing allowance shall not be pensionable and shall not be included in the computation of any fringe benefit.

ARTICLE 40

JOB ASSIGNMENTS

- 40.1 The Department of Public Works will post announcements of vacancies in specialty areas on the bulletin boards in all specialty areas and mail the announcements to the Union. The announcement will include the location of the vacancy. Requests for the vacant position will be considered by management for placement.
- 40.2 When making Crew Chief assignments, the City shall use guidelines that recognize as pertinent factors an employee's experience, attendance, disciplinary record, supervisory evaluations and relevant training. The Union may submit recommendations for additional Crew Chief selection factors whenever it believes such additional factors should be considered.

ARTICLE 41

EXTRA SHIFTS

- 41.1. The present practice relative to the assignment of "E" days shall continue for the term of this agreement.

ARTICLE 42

AMERICANS WITH DISABILITIES ACT (ADA)

- 42.1. 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 individual cases. In those discussions, the parties will respect the confidentiality of the disabled person as required by the Act.

ARTICLE 43

LONG TERM DISABILITY PROGRAM

- 43.1. The City will include the Union in the Long-Term Disability ("LTD") Benefit Program.
- 43.2. 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.
- 43.3. 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.
- 43.4. 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.
- 43.5. 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.
- 43.6. The LTD benefit program will also render Special Sick Leave Accounts (Half Rate Sick

Leave) unnecessary. Consequently, sick leave accrual will be capped at 120 working days.

ARTICLE 44

SAVINGS CLAUSE

- 44.1. If any federal or state law now or hereafter enacted results in any portion of this Agreement becoming void, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion.

ARTICLE 45

ENTIRE AGREEMENT

- 45.1 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.

Subject to approval of The International President of International Brotherhood of Electrical Workers.

LOCAL #494, IBEW, AFL-CIO
Electrical Group

CITY OF MILWAUKEE
A Municipal Corporation

By

Michael Mueller
Business Manager

Maria Monteagudo
Director of Employee Relations

Daniel Large
Business Representative

Troy M. Hamblin
City Labor Negotiator

Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

Tom Barrett, Mayor

Willie L. Hines Jr.
President, Common Council

Ronald D. Leonhardt, City Clerk

W. Martin Morics
City Comptroller

SIGNATURES

2010-2012 LC/Lo-494EG

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

RATES OF PAY
FOR MEMBERS OF THE RECOGNIZED BARGAINING UNIT
LOCAL #494, ELECTRICAL GROUP, IBEW, AFL-CIO
FOR THE TIME PERIOD
COMMENCING JUNE 1, 2010, AND EXPIRING MAY 31, 2012
(FOR INFORMATIONAL PURPOSES ONLY)

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Pay Range 974

Official Rate – Hourly (Rate Effective Pay Period 12, 2010 through Pay Period 11, 2012). There shall be no pay step advancement in Pay Range 974 from Pay Period 12, 2010, through Pay Period 11, 2012.

\$18.35	19.59	21.15	22.70
---------	-------	-------	-------

- (1) Steps one, two and three of this pay range shall represent, respectively, 59%, 63% and 68% of the outside prevailing hourly rate for Journeyman Wireman.
- (2) Step four of this pay range shall represent 73% of the outside prevailing hourly wage for Journeyman Wireman. Employees in this classification are only eligible for the fourth (4th) step of the pay range upon recommendation of the Electrical Worker Review Committee and approval of the Division Head in which the Electrical Worker is employed.
- (3) An employee who has completed the training period on the Directional Boring Machine, 40 hp and over, shall be paid a rate consistent with Pay Range 960, when assigned to work as the primary locator or primary operator with the Directional Boring Machine, 40 hp and over.

Deleted: ¶

Official Rate - Hourly (Rate Effective Pay Period 12, 2007)¶

... \$17.75 . 18.95 . 20.45 . 21.96¶

Official Rate – Hourly (Rate Effective Pay Period 12, 2008)¶

... \$18.37 . 19.62 . 21.18 . 22.73

Deleted: 2009

Pay Range 975



Official Rate – Hourly (Rate Effective Pay Period 12,2010 through Pay Period 11, 2012)

\$14.77	17.73	22.16	26.59
---------	-------	-------	-------

(1) An employee of the Department of Public Works who is appointed directly as an Electrical Mechanic Apprentice and who has an hourly rate of pay higher than an Electrical Mechanic Apprentice shall retain either the higher rate of pay or the third step of the Apprentice pay range whichever is lower. The employee shall retain this rate of pay unchanged until such time as the step of the Apprentice pay range to which the employee is entitled by virtue his/her years of service as an Electrical Mechanic Apprentice equals or exceeds this rate of pay. Then, the employee shall be compensated at the applicable step which equals or exceeds his/her former rate.

(2) Steps one, two, three and four of this pay range represent 50%, 60%, 75% and 90% of the City's hourly rate for Electrical Mechanic, respectively.

Deleted: Official Rate - Hourly (Rate Effective Pay Period 12,2007)

\$14.29 . 17.15 . . 21.43 . 25.72

Official Rate – Hourly (Rate Effective Pay Period 12,2008)

\$14.79 . 17.75 . . 22.19 . 26.62

Deleted: 2009

Pay Range 978,

Official Rate – Hourly (Rate Effective Pay Period 12,2010 through Pay Period 11, 2012)

\$29.55

- (1) The above rate represents 95% of the outside prevailing hourly wage for Journeyman Wireman.
- (2) An Electrical mechanic who has not successfully completed the City of Milwaukee Electrical Mechanic Apprenticeship program shall receive, while serving his/her initial probationary period as an Electrical Mechanic, an hourly rate equal to ninety percent (90%) of the hourly rate of a City Electrical Mechanic.
- (3) In divisions other than the Infrastructure Division, an Electrical Mechanic who is assigned for the full day by the Division to act as crew chief supervising the work of four or more crew members shall be paid a premium of one dollar fifty cents (\$1.50).
- (4) In the Infrastructure Division, an Electrical Mechanic assigned crew chief duties supervising four or more crew members (two or more crew members for pole crews and traffic cable crews) at the beginning of the day shall be paid a premium of one dollar fifty cents (\$1.50) for all hours worked as crew chief. An Electrical Mechanic assigned to relief crew chief duties shall be paid a premium of one dollar fifty cents (\$1.50) for all hours worked as crew chief provided he/she works a minimum of three hour as crew chief.
- (5) An Electrical Mechanic in the Infrastructure Division who is assigned as duty electrician at the Canal Street Shop for weekend and holiday duty shall be paid a premium of one dollar fifty cents (\$1.50).
- (6) An Electrical Mechanic who is regularly assigned to rotating telephone switch maintenance duties shall be paid a premium of one dollar fifty cents (\$1.50) per hour for each hour actually worked.
- (7) An Electrical Mechanic who is assigned duty as “On-Call Mechanic” shall be paid fifteen dollars (\$15) for each weekday (Monday through Friday) and thirty-six dollars (\$36) for each weekend day or holiday provided he/she is required to carry a communication device outside his/her regularly scheduled hours of work on such weekdays, weekend days or holidays and provided he/she is available to respond to calls for service during such days.
- (8) The employee in this title who is designated to hold the Type C Contractors Electrical License for the City in the Buildings and Fleet Division shall receive an additional \$1.50 per hour.

Deleted: ¶

¶
Official Rate - Hourly (Rate Effective
Pay Period 12,2007)¶

¶
... \$28.58¶

¶
Official Rate – Hourly (Rate Effective
Pay Period 12,2008)¶

¶
... \$29.58

Deleted: 2009

APPENDIX A

Side Letter

September 5, 2001
(Revised December 5, 2001)

Sam Purdy
Business Representative
Local #494, IBEW, AFL-CIO
(Electrical Group)
3303 South 103rd Street
Milwaukee, WI 53227

Dear Mr. Purdy:

This is to confirm our understanding that the parties agree to the following:

1. Electrical Mechanics in the Street Lighting Operations Section of DPW-Infrastructure Services Division will be assigned as follows:
 - 1 duty mechanic and 2 utility mechanics will be assigned each weekend and holiday throughout the year.
 - 2 additional utility mechanics will be assigned as “On-Call Mechanics” on the weekends from November 1st through May 1st.
2. “On-Call Mechanics” will be paid \$36 dollars for each weekend day or holiday. He/she will be required to carry a communications device, provided by the City, on such days and must respond to calls for service during such days. “On-Call Mechanics” will be called between 5:00 a.m. and 9:00 a.m. except on rare occasions.
3. Schedules will be made for the year after vacation picks have been finalized.
4. It will be the responsibility of the employee to make any desired changes in the schedule by using the “Weekend Duty Change Form”.

Sincerely,

Frank H. Forbes
City Labor Negotiator

Samuel Purdy, Business Manager
Local #494, IBEW, AFL-CIO (Electrical Group)

See file for original signatures.

FHF:ST:rlr

Lo-494(eg)
2001-03 side letter.doc

APPENDIX B

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MILWAUKEE (CITY)
And
LOCAL 494, IBEW, AFL-CIO, ELECTRICAL GROUP (UNION)
March 13, 1996

1. If an employee from another bargaining unit is assigned, for the duration of a project, to assist an Electrical Mechanic in the performance of the Electrical Mechanic's duties, the Water Works Superintendent or his/her designee will meet and confer with a representative of the Union regarding the specific tasks to be performed by the employee from the other bargaining unit.
2. This Memorandum shall only apply to DPW-Milwaukee Water Works.
3. The City and Union agree that the intent of this Memorandum of Understanding is to harmonize to the greatest extent possible the interests of the City in the most efficient use of available resources to perform necessary work and the interests of the Union in preserving work customarily performed by its members.
4. This agreement is not intended to diminish, enhance, modify or amend any of the rights or responsibilities of either party hereto.
5. Dated this 13th day of March, 1996.

Union Representative	City Representative
Sam Purdy	Archie S. Hendrick

See file for original signatures.

APPENDIX C

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MILWAUKEE (CITY)
and
LOCAL 494, IBEW, AFL-CIO, ELECTRICAL GROUP (UNION)

RE: Direct Deposit of Net Pay

The City and Union agree to the following:

Employees represented by the Union may have their net pay deposited directly to accounts in financial institutions designated by the City, provided the City establishes the administrative mechanisms necessary for such direct deposits of net pay for City employees.

Dated this 18th day of November, 1994.

Union Representative	City Representative
Sam Purdy	Archie S. Hendrick
	Joseph Alvarado

See file for original signatures.

APPENDIX D

Local Union 494, IBEW
2121 West Wisconsin Avenue
Milwaukee, WI 53233
(414) 933-7460

July 14, 1992

Mr. Paul C. Blackman
City Labor Negotiator
Labor Relations Division
Room 701-A, City Hall
200 East Wells Street
Milwaukee, WI 53202

Dear Mr. Blackman:

This letter confirms our agreement that as part of the 1992-1994 Labor Agreement between the City of Milwaukee and Local 494, I.B.E.W., AFL-CIO, Electrical Group, the Union consents to allow the biweekly pay checks of our members to vary by up to fifty cent (\$0.50) above or below the statutory rates. It is our understanding that allowing this variance from the statutory amounts will result in payroll processing efficiencies in the event the City can limit or eliminate the need for so-called "Penny Difference Reports."

Sincerely,

Paul Welnak
Business Manager

See file for original signature.

pw/mg
Opeiu #9 afl-cio

APPENDIX E

February 14, 1991

Mr. Sam Purdy
Business Representative
IBEW
Local Union 494
2121 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

Dear Mr. Purdy:

This letter confirms our agreement that the calculation of the wage rate for City Electrical Mechanics shall be based on the prevailing wage rate for non-City Electrical Mechanics provided, however, that the prevailing wage rate for non-City Electrical Mechanics shall not be affected in any way whatsoever as a result of changes in or liquidation of either the Electrical Mechanic Apprenticeship Fund or the Industry Fund.

Sincerely,

Thomas C. Goeldner
City Labor Negotiator

TCG:ASH:pak
SPLtr
LAB/Lo-494EG

Agreed _____
Sam Purdy
Business Representative
Local 494, IBEW

12/14/91
Date

See file for original signatures.

Appendix F

Memorandum of Understanding
between
the City of Milwaukee,
Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME,
Milwaukee District Council 48, AFSCME, AFL-CIO and
Local 494, IBEW, AFL-CIO, Electrical Group

This Memorandum concerns the Directional Boring Machine, 40 horsepower (hp) and over, in the Department of Public Works, Infrastructure Division. The City of Milwaukee (City), Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO, (Joint Bargaining Unit Local 139/DC48), Local #494, IBEW, AFL-CIO, Electrical Group (Local 494), and Milwaukee District Council 48, AFSCME-AFL-CIO (DC 48) agree to the following concerning the Directional Boring Machine, 40 hp and over, used in the Department of Public Works, Infrastructure Division subject to approval by the Common Council and Mayor:

1. Representation.

- a. Except as noted in l.b., below, Joint Bargaining Unit Local 139/DC 48, shall represent an employee in the new title of Directional Boring Machine Operator, 40 hp and over./Worker who shall be assigned as the primary operator of the Directional Boring Machine, 40 hp and over, during any time period this machine is in operation.
- b. Two employees in the title of Electrical Worker, Roland Ode and Juan Rodriquez, who have been trained and have been the primary operator of the Directional Boring Machine in the past, may continue to be assigned to be the primary operator of the Directional Boring Machine, 40 hp and over. During the time period they are so assigned, they shall remain in the title of Electrical Worker and shall continue to be represented by Local 494, IBEW, AFL-CIO.
- c. Either an employee in the Electrical Worker Title represented by Local 494 or an employee in the Directional Boring Machine Operator, 40 hp and over/Worker title represented by Joint Bargaining Unit Local 139/DC48 shall be assigned to be the primary locator with the Directional Boring Machine , 40 hp and over. In most cases, if the primary operator is the Directional boring Machine Operator, 40 hp and over/Worker, then the primary boring machine locator will be the Electrical Worker and if the primary operator is the Electrical Worker, the primary boring machine locator will be the Directional Boring Machine Operator, 40 hp and over/Worker.
- d. It is understood that the Directional Boring Machine Operator, 40 hp and over/Worker and Electrical Worker may switch between operator and locator assignments during the workday, but they shall continue to be represented by their appropriate bargaining unit. (Directional Boring Machine Operator, 40 hp and over/Worker by Joint Bargaining Unit 139/DC 48 and Electrical Worker by Local 494.)

2. **Training.** The City will train an employee in the Special Laborer (ES), Laborer (ES), City Laborer (Regular) or Electrical Worker classification to be operators and locators of the Directional Boring Machine, 40 hp and over. During his or her training hours, such employees shall retain their current classification title and continue to be paid at their current classification's pay rate. Except for an employee in the Electrical Worker classification, the hours spent in training shall count toward time worked on a directional boring machine for dues or fair share deduction purposes. (For informational purposes only, the City anticipates a minimum of 480 hours is needed for an employee to be fully trained on the Directional Boring Machine, 40 hp and over. If in the future, the City changes those hours, the City will notify the Unions of the change.)
3. **Pay.**
 - a. Effective Pay Period 8, 2000, a Laborer (Electrical Services), Special Laborer (Electrical Services) or City Laborer (Regular), who is assigned as the primary operator of the Directional Boring Machine, 40 hp and over, or as the primary locator for the Directional Boring Machine, 40 hp and over, and who has successfully completed the training period on the Directional Boring Machine, 40 hp and over, shall be appointed to the title of Directional Boring Machine Operator, 40 hp and over/Worker, in Pay Range 960 while he or she is assigned to operate the Directional Boring Machine, 40 hp and over, as the primary operator or assigned to be the primary boring machine locator with the directional boring machine. During all other times, such employee shall be paid at the pay rate of a Laborer (ES), Special Laborer (ES) or City Laborer (Regular), whichever is applicable for their current assignment.
 - b. Effective Pay Period 8, 2000, during the time one of the two Electrical Workers listed in paragraph 1, above, is assigned as the primary operator or primary locator of the Directional Boring Machine, 40 hp and over, and has successfully completed the training period on the Directional Boring Machine, 40 hp and over, such Electrical Worker shall be paid at a rate consistent with pay range 960. An Electrical Worker, in place of one of the two Electrical Workers listed in paragraph 1.b., above, who is trained as an operator and locator of the Directional Boring Machine and who is assigned as the primary locator of the Directional Boring Machine, 40 hp and over, shall be paid at a rate consistent with Pay Range 960. During all other times, such employee shall be paid at the pay rate of the Electrical Worker.
 - c. On a directional boring machine, 40 hp and over, crew, only one employee who is assigned as the primary operator and one employee who is assigned as the primary locator shall be paid at a rate consistent with Pay Range 960. A third person on the crew, who is the laborer, shall be paid as a Special Laborer, Electrical Services. If the City assigns a fourth employee for training purposes to the crew, he or she shall be paid at his or her current classification's pay rate.

4. Dues or Fair Share Deductions

- a. A special Laborer (ES), Laborer (ES) or City Laborer (Regular), who is assigned as the Directional Boring Machine Operator, 40 hp and over/Worker, shall pay dues or fair share deductions to Milwaukee District Council 48k AFSCME, AFL-CIO until the start of the directional boring machine season following the fiscal

year he or she has worked as a trainee, primary operator and/or primary locator for 49% or more of his or her straight time hours during the directional boring machine season. In the fiscal year following the fiscal year that an employee worked as a trainee, primary operator and/or primary locator of the directional boring machine 40 hp and over, for at least 49% of his or her straight time hours during the directional boring machine season, such employee shall pay dues or fair share deductions to Local 139, IUOE, AFL-CIO during the entire directional boring machine season. During the time outside the directional boring machine season, when he or she is working in a title represented by Milwaukee District Council 48, such employee shall pay dues to Milwaukee District Council 48, AFSCME, AFL-CIO. For purposes of this section, the directional boring machine season is the time period in a fiscal year beginning when the directional boring machine, 40 hp and over is placed in operation until it is taken out of operation, which is usually from approximately Pay Period 8 through Pay Period 24 or 1320 hours in a fiscal year. The time period may vary from year to year as determined by the City.

- b. An Electrical Worker who is assigned to be an operator or locator on the Directional Boring Machine shall continue to pay dues or fair share deductions to Local 494, IBEW, AFL-CIO, Electrical Group.
5. **Assignments.** The City retains its right to make assignments to the Directional Boring Machine crew. While one individual will be assigned as the primary operator of the directional boring machine and one individual will be assigned as the primary boring machine locator, the duties of operator and locator may be rotated between the two individuals during the work day. In most cases, the crew of the Directional Boring Machine, 40 hp and over, will consist of one Special Laborer, Electrical Services, one operator and one directional boring machine locator.
6. **Probationary Period.** An employee appointed to the title of Directional Boring Machine, 40 hp and over/Worker shall serve a probation period of three months of actual service.
7. **Seniority for Layoff Purposes.** For seniority for layoff purposes, the Directional Boring Machine Operator, 40 hp and over/Worker shall not have a break in their Milwaukee District Council 48 seniority during the time period they are appointed to the Directional Boring Machine Operator title. When the directional boring machine season ends, if necessary, the employee in the Directional Boring Machine Operator, 40 hp and over/Worker title, who is laid off from that title, may bump a less senior employee as provided under the labor agreement between the City and Milwaukee District Council 48, AFSCME, AFL-CIO.

Dated: 6/21/01

Union Representative	City Representative
John Garland	Frank H. Forbes
(Original signature unreadable)	Elisabeth F. Schraith
Gregory Radtke	Sarah H. Trotter
Francis Wewers	
Willie D. Ellis	
Sam Purdy	

See file for original signatures.

APPENDIX G

Wellness and Prevention Committee

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

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

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

The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association, one from the Milwaukee Professional Firefighters Association and two from District Council 48.

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

Decisions shall be made by consensus among committee members present. Consensus shall be reached when ten committee members agree. No decisions shall be made by the committee that requires employees to pay additional out-of-pocket costs unless it is ratified individually by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket or monthly expense, or provide some other type of benefit without ratification by the bargaining units. No decision made by the Committee or lack of decision made by the Committee shall be subject to any aspect of the various

grievance procedures, complaint procedures, court action, or any other type of dispute resolution mechanism.

The City shall develop an RFP and solicit bids from third party vendors qualified to implement the City wellness and prevention program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The Committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures.

The City shall not spend more than two million dollars, including the cost of conducting the HRA, on the Wellness and Prevention Program.

**CITY OF MILWAUKEE
AND
LOCAL #494, IBEW, AFL-CIO
ELECTRICAL GROUP
TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	2
ARTICLE 1.....	3
DURATION OF AGREEMENT AND TIMETABLE.....	3
ARTICLE 2.....	4
NEGOTIATIONS	4
ARTICLE 3.....	5
SUBORDINATE TO CHARTER.....	5
ARTICLE 4.....	6
NOTICES	6
ARTICLE 5.....	7
MANAGEMENT RIGHTS	7
ARTICLE 6.....	9
RECOGNITION	9
ARTICLE 7.....	10
UNION NEGOTIATING COMMITTEE	10
ARTICLE 8.....	11
LIMITATIONS UPON UNION ACTIVITY	11
ARTICLE 9.....	12
BULLETIN BOARDS	12
ARTICLE 10.....	13
DUES & FAIR SHARE DEDUCTIONS	13
ARTICLE 11.....	15
SAFETY COMMITTEE.....	15
ARTICLE 12.....	16
TRAINING ADVISORY COMMITTEE	16
ARTICLE 13.....	17
PROHIBITION OF STRIKES AND LOCKOUTS.....	17
ARTICLE 14.....	19
GRIEVANCE PROCEDURE.....	19
ARTICLE 15.....	21
ARBITRATION PROCEDURE.....	21
ARTICLE 16.....	24
SENIORITY FOR LAYOFF PURPOSES	24

ARTICLE 17	28
BASE SALARY	28
ARTICLE 18	32
SPECIAL PAY PRACTICES	32
ARTICLE 19	34
HOURS OF WORK	34
ARTICLE 20	35
OVERTIME	35
ARTICLE 21	37
SHIFT AND WEEKEND DIFFERENTIAL	37
ARTICLE 22	38
REPORTING PAY	38
ARTICLE 23	40
LOST TIME CALL SYSTEM	40
ARTICLE 24	41
TERMINAL LEAVE	41
ARTICLE 25	42
TUITION AND TEXTBOOK REIMBURSEMENT	42
ARTICLE 26	44
SICK LEAVE	44
ARTICLE 27	48
DUTY INCURRED DISABILITY PAY	48
ARTICLE 28	50
VACATIONS	50
ARTICLE 29	53
HOLIDAYS	53
ARTICLE 30	55
MILITARY LEAVE	55
ARTICLE 31	59
TIME OFF FOR JURY DUTY	59
ARTICLE 32	60
FUNERAL LEAVE	60
ARTICLE 33	62
PENSION BENEFITS	62
ARTICLE 34	63
HEALTH INSURANCE	63
ARTICLE 35	78
LIFE INSURANCE	78
ARTICLE 36	81
MUTUAL OBLIGATIONS	81

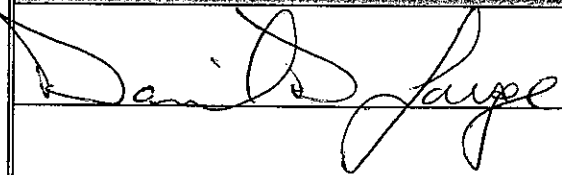
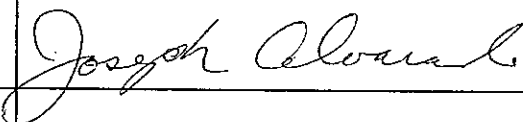
ARTICLE 37	82
EMPLOYEE CLAIMS	82
ARTICLE 38	83
SAFETY SHOE ALLOWANCE PROGRAM	83
ARTICLE 39	85
CLOTHING ALLOWANCE	85
ARTICLE 40	86
JOB ASSIGNMENTS	86
ARTICLE 41	87
EXTRA SHIFTS	87
ARTICLE 42	88
AMERICANS WITH DISABILITIES ACT (ADA)	88
ARTICLE 43	89
LONG TERM DISABILITY PROGRAM	89
ARTICLE 44	91
SAVINGS CLAUSE	91
ARTICLE 45	92
ENTIRE AGREEMENT	92
SIGNATURES	93
APPENDIX A	98
APPENDIX B	99
APPENDIX C	100
APPENDIX D	101
APPENDIX E	102
APPENDIX F	103
APPENDIX G	107

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MILWAUKEE (City)
and
Local #494, IBEW, AFL-CIO Electrical Group (Union)

The City and Union have reached agreement on all items of the collective bargaining agreement for the time period commencing June 1, 2010, and ending May 31, 2011.

Having received notice from the negotiating committee of the Union that its membership has properly ratified the attached Agreement, the City negotiating team agrees to recommend the items contained in said Agreement to the Common Council of the City of Milwaukee and to support their adoption.

Dated this 10th day of May, 2010.

Union Representatives	City Representatives
	

JJA
07-10 WC
labr/2010-2011/Lo-494EG



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

May 4, 2010

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

RE: CC File #100039

Dear Committee Members:

To implement the rates of pay provided in the Base Salary provision of the 2010-2012 labor agreement between the City of Milwaukee and Local 494, IBEW, AFL-CIO, Electrical Group, we are requesting your approval of the attached amendments to Section 25 of the Salary Ordinance.

The costs of these amendments are included in the fiscal note attached to Common Council File Number 100039.

In view of the foregoing, I recommend adoption of the attached amendments to the Salary Ordinance.

Sincerely,

Troy M. Hamblin
Labor Negotiator

cc: Fay Wragg
Chuck Schumacher
Marie Pettigrew
Melody Johnson
Dawn Crowbridge
Jackie Semons
Kathy Myers

Attachments

2010-2011 Sal Ord.doc
labr/lo-494EG/2010-2011

SALARY ORDINANCE AMENDMENTS
(Section 25, Local 494, IBEW, Electrical Group)

The rates of pay effective Pay Period 12, 2009, shall remain in effect from Pay Period 12, 2010 through Pay Period 11, 2012. There shall be no step advancement in Pay Range 974 from Pay Period 12, 2009, through Pay Period 11, 2012:

EFFECTIVE PAY PERIOD 12, 2010 (May 31, 2009):

1. Under Pay Range 974

Delete the hourly rates of pay shown and substitute in lieu thereof the following official hourly rates of pay:

\$18.35 19.59 21.15 22.70

2. Under Pay Range 975

Delete the hourly rates of pay shown and substitute in lieu thereof the following official hourly rates of pay:

\$14.77 17.73 22.16 26.59

3. Under Pay Range 978

Delete the hourly rate of pay shown and substitute in lieu thereof the following official hourly rate of pay:

\$29.55



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091609

File ID: 091609

Type: Charter Ordinance

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: COMMON COUNCIL

Cost:

File Created: 03/24/2010

File Name:

Final Action:

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

Notes:

Code Sections:

Agenda Date:

Indexes: CHARTER ORDINANCES, RETIREMENT
BENEFITS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Letter from Dept of Employee Relations, Fiscal note

Enactment Number:

Drafter:

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	03/24/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Charter Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	05/07/2010	HEARING NOTICES SENT		05/12/2010		
1	CITY CLERK	05/10/2010	DRAFT SUBMITTED				
	Action Text:	This Charter Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	05/12/2010					

Text of Legislative File 091609

..Number
091609
..Version
SUBSTITUTE 1
..Reference

091530

..Sponsor

THE CHAIR

..Title

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

..Sections

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 Local 494, IBEW-AFL-CIO, Electrical Group as follows:

1. 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 June 1, 2010, through December 31, 2010, and give notice by August 31, 2010 of their intent to retire, are eligible.
2. Employees who retire June 1, 2010, through December 31, 2011, shall receive an earlier cost-of-living increase of 2% effective the first anniversary of their retirement.
3. Employees hired on or after June 1, 2010, shall contribute 5.5% of their earnable compensation as a contribution to the retirement system.

..Body

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

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

36-04. Creditable Service.

1. SERVICE CREDITED.

f. City employees 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 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. >> Employees of Local 494, IBEW-AFL-CIO, Electrical Group, who during the period commencing June 1, 2010, and ending December 31, 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 pursuant to this paragraph and must give notice by August 31, 2010, of their intent to retire in order to be eligible for the bonus year. This provision shall expire at the end of December 31, 2010.<<

Part 2. 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. >> Employees of Local 494, IBEW-AFL-CIO, Electrical Group, who during the period commencing June 1, 2010, and ending December 31, 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 3. 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 employees 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 employees >> ; and Local 494, IBEW-AFL-CIO, Electrical Group employees hired on or after June 1, 2010, << shall contribute 5.5% of their earnable compensation.

Part 4. 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 employees 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 employees 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 employees >> ; and Local 494, IBEW-AFL-CIO, Electrical Group employees hired on or after June 1, 2010 <<.

Part 5. 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

LRB10176-2

MET

5/10/2010

May 6, 2010

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

RE: File No. 091609

Dear Committee Members:

The above referenced charter ordinance implements the retirement benefit changes contained in the 2010-2012 collective bargaining agreement between the City of Milwaukee and Local #494 IBEW, AFL-CIO (Electrical Group).

Costs associated with this ordinance were reported on the Fiscal Notes attached to Common Council File No. 100039.

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

Sincerely,

Troy M. Hamblin
Labor Negotiator

JJA
091609 ChOrd F&P ltr
labr\Lo-494EG\2010-2011 Neg

A) Date: 5-6-10File Number: 091609Original Fiscal Note ☒ Substitute ☐Subject: A charter ordinance relating to retirement benefits for certain City employees.B) Submitted By (name/title/dept/ext.): Joe Alvarado/Labor Relations Officer./Employee Relations/x2105

- 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:					
Health Ins:					
Life Ins:					
Equip Repair:					
Other: Auto					
Totals			\$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 #100039.

H) Computations used in arriving at fiscal estimate:

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: 091658

File ID: 091658

Type: Ordinance

Status: In Committee

Version: 1

Reference: 091283

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: DEPARTMENT OF
EMPLOYEE
RELATIONS

Cost:

File Created: 04/13/2010

File Name:

Final Action:

Title: A substitute ordinance relating to private transportation reimbursement and travel regulations.

Notes:

Code Sections:

Agenda Date:

Indexes: AUTO ALLOWANCE, MANAGEMENT
EMPLOYEES, MANAGEMENT PAY PLAN, TRAVEL
BENEFITS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Department of Employee Relations Letter, 5-11-10
Dept of Employee Relations cover letter

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	04/13/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text: This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	05/07/2010	HEARING NOTICES SENT		05/12/2010		
1	CITY CLERK	05/12/2010	DRAFT SUBMITTED				
	Action Text: This Ordinance was DRAFT SUBMITTED						
0	FINANCE & PERSONNEL COMMITTEE	05/12/2010					

Text of Legislative File 091658

..Number

091658

..Version

SUBSTITUTE 1

..Reference

..Sponsor

THE CHAIR

..Title

A substitute ordinance relating to private transportation reimbursement and travel regulations.

..Sections

350-181-d rc

350-181-2-c cr

350-181-6-a-2 am

350-183-1 am

350-183-3 rc

..Analysis

This ordinance makes the following changes relating to private transportation reimbursement and travel regulations:

1. Effective June 13, 2010, departments shall adhere to the reimbursement guidelines for automobile and travel allowance for management pay plan employees.
2. If a management pay plan employee chooses to drive to the event, he or she shall use a pool car, a rental car or be reimbursed through travel allowance for use of his or her personal automobile for travel. Department heads shall make the final determination.
3. The authorized employee or official incurring mileage on his or her private automobile in the conduct of official city business shall submit a record of mileage incurred on city business during the month and attest to the accuracy of the mileage through the online program "City Time" and comply with a specific timetable for entering the data and for approval by the department head or designee that has been provided by the comptroller's office. The applicable rate for mileage shall be the IRS travel reimbursement rate, which is \$0.50 per mile for 2010.

..Body

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

Part 1. Section 350-181-1-d of the code is repealed and recreated to read:

350-181. Authorized Travel Regulations and Procedures.

1. DEFINITIONS.

d. "Seminar" means a training course provided by a person or agency that is not an employee, department or agency of the city. The location at which the course is offered can vary from as local as city hall or as far away as the continental boundaries of the United States. It may include courses covered by on "city time" use of the city's tuition reimbursement program and training courses funded by a departmental budget appropriation provided for training purposes.

Part 2. Section 350-181-2-c of the code is created to read:

2. AUTHORIZATION. Effective June 13, 2010, departments shall adhere to the administrative guidelines for automobile and travel allowance for management pay plan employees.

Part 3. Section 350-181-6-a-2 is amended to read:

6. REIMBURSEMENT.

a-2. For actual expense incurred and reported by the attendee up to but not exceeding round trip airline coach fare, unless the airline certifies that no coach fare is available. In such a case, a certificate is required. A receipt or other verification form is required if public transportation is used. The choice of transportation to be used, including use of a personal automobile, shall be at the option of the respective official or employee. However, the amount of time to be allowed for travel shall be determined by the respective department head. If a personal automobile is used, reimbursement shall be in accordance with s. 350-183. >>If a management pay plan employee chooses to drive to the event, he or she shall use a pool car, a rental car or be reimbursed through travel allowance for use of his or her personal automobile for travel. Department heads shall make the final determination and shall consider factors such as location, individual needs of the management plan employee, security and safety issues, and other specific circumstances of the event.<<

Part 4. Section 350-183-1 of the code is amended to read:

350-183. Private Transportation Reimbursement. 1. AUTHORIZATION. Proper city officers are authorized to reimburse city officials and employees occupying positions designated in the positions ordinance as being eligible to be paid for the use of their private automobiles on city business when at the discretion of the department head it is necessary that such automobiles be used on city business. >>Effective June 13, 2010, departments shall adhere to the administrative guidelines for automobile and travel allowance for management pay plan employees.<<

Part 5. Section 350-183-3 of the code is repealed and recreated to read:

3. MILEAGE REPORT. The authorized employee or official incurring mileage on his or her private automobile in the conduct of official business for the city shall submit a record of mileage incurred on city business during the month and attest to the accuracy of the mileage through the online program "City Time" and comply with a specific timetable for entering the data and for approval by the department head or designee that has been provided by the comptroller's office. The applicable rate for mileage shall be the IRS travel reimbursement rate, which is \$0.50 per mile for 2010.

..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

LRB10207-2

TWM:lp

5/11/2010



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

May 11, 2010

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

Dear Committee Members:

Re: Common Council File Number 091658

This file includes changes to the Milwaukee Code of Ordinances to implement the Administrative Guidelines for Automobile and Travel Allowance for Management Pay Plan Employees that were approved at your last meeting on April 28, 2010.

Sincerely,

Maria Monteagudo
Employee Relations Director



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

April 1, 2010

To the Honorable
The Common Council
City of Milwaukee

Dear Common Council Members,

We wish to open a communication file and a charter ordinance file by "Title Only" relating to citywide administrative guidelines for automobile and travel allowance for City of Milwaukee Management Pay Plan employees. These administrative guidelines are in response to a directive per Council File #091283.

Sincerely,

MARIA MONTEAGUDO
Employee Relations Director



Legislation Details (With Text)

File #: 091684 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/4/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of Employee Relations regarding the impact of Affordable Care Act of 2010, also known as health care reform on the City of Milwaukee.

Sponsors: THE CHAIR

Indexes: FEDERAL LEGISLATION, HEALTH CARE

Attachments:

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091684

Version

ORIGINAL

Reference

Sponsor

Title

Communication from the Department of Employee Relations regarding the impact of Affordable Care Act of 2010, also known as health care reform on the City of Milwaukee.

Requestor

Drafter

DER

mb

4/26/10

Health Care Reform Issues: Implications for Milwaukee

Patient Protection and Affordable Care Act:
March 23, 2010

Health Care and Education Reconciliation Act
March 30, 2010

presented by Michael Brady, Employee Benefits Director and
Eric Gass, Public Health Research and Policy Director, Milwaukee Health Department

- ❑ **Adult Children:** Group Health Plans will be required to cover non-tax dependent adult children through the end of the year the child turns 26 without any imputed federal tax penalty in 2010.

Flexible Spending Medical Plans:

- Plans may not reimburse over-the-counter medications unless obtained with a prescription beginning January 1, 2011.
- A \$2500 cap on FSA Medical plans is effective January 1, 2013. There are currently 90 employees over this limit. The current City cap is \$4000.

Covering Preventive Expenses:

- This will have no impact on the current HMO design which covers preventive services without a \$10 co-pay. The Basic Plan will drop the 20% co-insurance for preventive visits.

Health Care Reform Issues

Eliminates the following:

- **Lifetime Maximums** – The City HMO plan design had a lifetime maximum of \$1M. The City Basic Plan had a \$500,000 Major Medical Lifetime maximum. While few employee reached these maximums they will be eliminated as of January 1, 2011.
- **Pre-existing conditions exclusions** --The City plan has no pre-existing exclusions except for new employees selecting the Basic Plan without prior insurance.

- Insured Plans will be required to provide loss ratio**
 - The current City HMO plan is insured.
 - The City HMO plans over the past six years have had loss ratios between 97% and 102%.
 - The reform will require insured plans to show loss ratios of at least 85%.

□ Value of Health Care on W2's

- For 2011 W2's which are issued in January 2012, employers, including the City, will have to report the value of the health insurance a member has received.
- The value of health insurance is indicated on the rate sheet prepared each year.

Comparative Effectiveness Fee

- This fee will fund comparative effectiveness research, or patient centered outcome research. In 2012 employers will pay \$1 per average number of covered lives (25,000 for city of Milwaukee) per year, \$2.00 in 2013-2019, with sunset in 2019.

□ Retiree Reinsurance (RR):

- RR will reimburse up to \$60,000 to employers with retirees 55 to 65 who utilize between \$15,000 and \$90,000 to implement programs to generate costs savings for members with high cost chronic conditions.
- RR has \$5B available until 2014.
- The City is working with UHC and Anthem to pursue RR funding.

Health Care Reform Issues

- ❑ **Medicare beneficiaries will receive:**
 - A \$250 rebate in 2010 if total drug spend is over \$2700.
 - A 50% discount on brand-name medications beginning in 2011 for medications filled in the Medicare D gap.
 - Access to a comprehensive health risk assessment and a personalized prevention plan beginning in 2011.
 - Medicare Advantage (Secure Horizons Plan) reimbursements in 2011 are kept at 2010 levels.

Health Care Reform Issues

☐ **Other key issues**

- \$5B over first five years for prevention and public health to state, local government and community organizations.
 - ☐ \$10B over second five years
- Issues to be addressed under prevention
 - ☐ Personal Prevention Planning
 - ☐ School-based health centers
 - ☐ Oral Health
 - ☐ Patient incentives to prevent chronic disease
 - ☐ Community Transformation Grants
 - ☐ Immunizations
 - ☐ Nutrition labeling in “chain” restaurants
 - ☐ Public Health Services Research
 - ☐ Health Disparities Research
 - ☐ Employer-based Prevention Programs

□ Additional Public Health Components

- \$760M for Public Health Laboratories between 2010-13
- \$1.5B for Maternal and Child Health Home Visitation Programs between 2010-14

■ **Fitness and Nutrition**

- The Health Care Reform includes an emphasis on fitness, physical activity, improved nutrition and disease, prevention including a new federal trust that will pay for hiking trails, sidewalks, playgrounds and bicycle paths.

□ Excise Tax on “High Value” Plans to begin in 2018

- A high value plan is a single plan costing \$10,200 or a family plan costing \$27,500 or more indexed to the CPI-U. There will be increased thresholds for high-risk professions and retirees. Excludes dental and vision.
- The excise tax is on portion over these costs.
- The City will have to find ways over the next seven years to control costs or risk paying this additional tax.

☐ **What does the City need to do?**

- Pursue current strategies to manage costs both short and long term.
- Take advantage of retiree reinsurance.
- Revisit Medicare Advantage plan strategies.
- Reassess Medicare Part D Drug coverage.
- Adjust current plan design with both HMO plan and Basic Plan to meet new standards.

☐ **What does the City need to do?**

(page 2)

- Stay focused on long term strategy implications.
- Evaluate the impact on collective bargaining agreements. Continue to work with unions.
- Continue to communicate with employees and retirees.

☐ Questions

NOTICES SENT TO FOR FILE NUMBER: 091684
Finance & Personnel Committee

[illegible]



Legislation Details (With Text)

File #: 100066 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/4/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Budget and Management Division relating to technical corrections to the 2010 Positions Ordinance.

Sponsors: THE CHAIR

Indexes: BUDGET AND MANAGEMENT DIVISION, POSITIONS ORDINANCE

Attachments: Communication

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

File #: 100066 **Version:** 0

Number

100066

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Budget and Management Division relating to technical corrections to the 2010 Positions Ordinance.

Requestor

Drafter

Budget & Mgt.

mn

5./3/10



Department of Administration
Budget and Policy Division

Tom Barrett
Mayor

Sharon Robinson
Administration Director

Mark Nicolini
Budget and Management Director

April 29, 2010

Ref: 10019

Mr. Jim Owczarski
Deputy City Clerk
City Hall Room 205

SUBJECT: Communication File Regarding Technical Corrections to the 2010 Positions Ordinance

Dear Mr. Owczarski:

We are submitting for introduction at the May 4, 2010, Common Council meeting a Communication File relating to technical corrections to the 2010 Positions Ordinance.


Due to the extraordinary number of changes to the 2010 Adopted Budget to reflect the Milwaukee Police Department's reorganization, errors were made in the corresponding changes to the Positions Ordinance in late 2009. These requested changes to the Positions Ordinance coincide with the 2010 Budget as adopted by the Mayor and Common Council.

Requested changes are as follows:

<u>Caption/Position Title</u>	<u>Add</u>	<u>Delete</u>
<u>POLICE DEPARTMENT</u>		
<u>ADMINISTRATION SERVICES DECISION UNIT</u>		
<u>Professional Performance Division</u>		
Office Assistant IV	1	
Office Assistant III		1
<u>Administration Bureau</u>		
Office Assistant III		1
Administrative Assistant II	1	
<u>Office of Police Information Systems</u>		
Administrative Assistant II		1
Office Assistant III	1	
<u>Medical Section</u>		
Office Assistant III	1	

<u>Caption/Position Title</u>	<u>Add</u>	<u>Delete</u>
<u>OPERATIONS DECISION UNIT</u>		
<u>Criminal Investigation Bureau</u>		
Office Assistant II		1
Administrative Assistant II	1	
<u>Violent Crimes Division</u>		
Captain of Police		1

Respectfully submitted,



Mark Nicolini
Budget and Management Director

cei

Finance/resolutions/communication_police_2010posord.doc



Legislation Details (With Text)

File #: 100124 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/4/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Budget and Management Division relating to an amendment to the 2010 Positions Ordinance.

Sponsors: THE CHAIR

Indexes: BUDGET AND MANAGEMENT DIVISION, POSITIONS ORDINANCE

Attachments: Letter from DOA Budget & Management Div, Fiscal note

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100124

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Budget and Management Division relating to an amendment to the 2010 Positions Ordinance.

Requestor

Drafter

CC-CC

tjm

5/7/10



Department of Administration
Budget and Policy Division

Tom Barrett
Mayor

Sharon Robinson
Administration Director

Mark Nicolini
Budget and Management Director

May 7, 2010

Ref: SF 10019

Common Council
City Hall, Room 205
City of Milwaukee

Subject: Request to create new Auxiliary Position Authority

Dear Honorable Members:

I am requesting amendment of the Positions Ordinance to create an auxiliary Budget and Management Analyst-Senior position, footnoted to expire the position authority on December 24, 2010, the end of the last pay period in the 2010 fiscal year.

My request is based on a need to provide for adequate staffing for the Budget and Management Division during the 2011 budget process. Currently, we are facing the defunding of a position in the 2010 budget, an unanticipated vacancy, reassignment of staff to non-Budget Office assignments, and reduced work schedules to accommodate family leave. My intent is to use this auxiliary position to provide staffing to assist with development of the 2011 budget.

The position is an auxiliary one that will expire on December 24, 2010, although at this time I do not anticipate utilizing the position authority past October. The cost of the position will be offset from vacancy savings in the division.

I respectfully request your consideration of this amendment. Please contact me if you have any questions.

Sincerely,

Mark Nicolini
Budget and Management Director

ECP:cei

i:/Finance/Letter Aux Pos 4 30 2010.rtf

CITY OF MILWAUKEE FISCAL NOTE

A) DATE May 7, 2010FILE NUMBER: 100124Original Fiscal Note ☒ Substitute ☐SUBJECT: A substitute ordinance to further amend the 2010 offices and positions in the City Service.B) SUBMITTED BY (Name/title/dept./ext.): Eric Pearson, Budget & Policy Manager, DOA-BMD, x8554

- 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:	Budget & Management Analyst-Senior	006000	\$12,700		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS			\$12,700		

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:

Assumes one Salary Grade 5 Budget & Management Analyst-Senior position on the payroll for seven pay periods, with the position paid at the minimum salary rate.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



Legislation Details (With Text)

File #: 100045 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 5/4/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Larry Holland to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Sponsors: THE CHAIR

Indexes: ANNUITY AND PENSION BOARD, APPOINTMENTS

Attachments: Reappointment Letter

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100045

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Larry Holland to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Drafter

CC

WLH

4/29/10



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

Re: Common Council File Number 100045

Reappointment of Larry Holland to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the Finance & Personnel Committee to be held on May 12, 2010.

- | | | |
|---------------------------------|----|----------------------|
| • Number of meetings held: | 44 | <u>Meeting Dates</u> |
| • Number of meetings attended: | 33 | 5/27/08 - 4/26/10 |
| • Number of excused absences: | 8 | |
| • Number of unexcused absences: | 3 | |

Please return this information to Char Rodriguez, Council File Specialist, Room 205, City Hall.

Very truly yours,
RONALD D. LEONHARDT

Ronald D. Leonhardt



WILLIE L. HINES, JR.



COMMON COUNCIL PRESIDENT
ALDERMAN, 15TH DISTRICT

April 28, 2010

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

Dear Council Members:

This letter is to inform you that in accordance with the provisions of Section 36-15-2-a-1 of the City Charter, I am reappointing Alderman Michael Murphy of the 10th District, Ron Walter, and Larry B. Holland to a two-year term as members of the Employees Retirement System, Annuity and Pension Board.

Their terms will commence upon confirmation by the Common Council and will expire in April 2012.

I trust that your honorable body will confirm these appointments.

Sincerely,

WILLIE L. HINES, JR.
Alderman, 15th District
Common Council President

WLH:dh

Cc: Mayor Barrett
Alderman Michael Murphy
Ron Walter
Larry B. Holland
City Clerk Ronald Leonhardt
Bernard J. Allen, Exec. Dir., ERS



Legislation Details (With Text)

File #: 100046 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 5/4/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Ron Walter to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Sponsors: THE CHAIR

Indexes: ANNUITY AND PENSION BOARD, APPOINTMENTS

Attachments: Reappointment Letter

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100046

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Ron Walter to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Drafter

CC

WLH

4/29/10



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

Re: Common Council File Number 100046

Reappointment of Ron Walter to the Employees' Retirement System, Annuity and Pension Board by the Common Council President. Retirement System, Annuity and Pension Board by the Common Council President.

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the Finance & Personnel Committee to be held on May 12, 2010.

• Number of meetings held:	41	<u>Meeting Dates</u>
• Number of meetings attended:	30	5/27/08 - 4/26/10
• Number of excused absences:	9	
• Number of unexcused absences:	2	

Please return this information to Char Rodriguez, Council File Specialist, Room 205, City Hall.

Very truly yours,
RONALD D. LEONHARDT

Ronald D. Leonhardt



WILLIE L. HINES, JR.



COMMON COUNCIL PRESIDENT
ALDERMAN, 15TH DISTRICT

April 28, 2010

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

Dear Council Members:

This letter is to inform you that in accordance with the provisions of Section 36-15-2-a-1 of the City Charter, I am reappointing Alderman Michael Murphy of the 10th District, Ron Walter, and Larry B. Holland to a two-year term as members of the Employees Retirement System, Annuity and Pension Board.

Their terms will commence upon confirmation by the Common Council and will expire in April 2012.

I trust that your honorable body will confirm these appointments.

Sincerely,

WILLIE L. HINES, JR.
Alderman, 15th District
Common Council President

WLH:dh

Cc: Mayor Barrett
Alderman Michael Murphy
Ron Walter
Larry B. Holland
City Clerk Ronald Leonhardt
Bernard J. Allen, Exec. Dir., ERS



Legislation Details (With Text)

File #: 100047 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 5/4/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Ald. Michael Murphy to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Sponsors: THE CHAIR

Indexes: ANNUITY AND PENSION BOARD, APPOINTMENTS

Attachments: Reappointment Letter

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

100047

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Ald. Michael Murphy to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Drafter

CC

WLH

4/29/10



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

Re: Common Council File Number 100047

Reappointment of Ald. Michael Murphy to the Employees' Retirement System, Annuity and Pension Board by the Common Council President.

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the Finance & Personnel Committee to be held on May 12, 2010.

- | | | |
|---------------------------------|----|----------------------|
| • Number of meetings held: | 45 | <u>Meeting Dates</u> |
| • Number of meetings attended: | 42 | 5/27/08 - 4/26/10 |
| • Number of excused absences: | 3 | |
| • Number of unexcused absences: | 0 | |

Please return this information to Char Rodriguez, Council File Specialist, Room 205, City Hall.

Very truly yours,
RONALD D. LEONHARDT

Ronald D. Leonhardt



WILLIE L. HINES, JR.



COMMON COUNCIL PRESIDENT
ALDERMAN, 15TH DISTRICT

April 28, 2010

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

Dear Council Members:

This letter is to inform you that in accordance with the provisions of Section 36-15-2-a-1 of the City Charter, I am reappointing Alderman Michael Murphy of the 10th District, Ron Walter, and Larry B. Holland to a two-year term as members of the Employees Retirement System, Annuity and Pension Board.

Their terms will commence upon confirmation by the Common Council and will expire in April 2012.

I trust that your honorable body will confirm these appointments.

Sincerely,

WILLIE L. HINES, JR.
Alderman, 15th District
Common Council President

WLH:dh

Cc: Mayor Barrett
Alderman Michael Murphy
Ron Walter
Larry B. Holland
City Clerk Ronald Leonhardt
Bernard J. Allen, Exec. Dir., ERS



Legislation Details (With Text)

File #: 091669 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/4/2010 **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, Wisconsin, debt.

Sponsors: THE CHAIR

Indexes: MUNICIPAL BONDS, MUNICIPAL BORROWING

Attachments: Cover Letter, Fiscal Note

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091669

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, Wisconsin, 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-7675bW.rtf

PRELIMINARY OFFICIAL STATEMENT DATED MAY 11, 2010

**DRAFT
05/10/2010**

**NEW ISSUE
BOOK ENTRY ONLY**

RATINGS: Fitch Moody's Standard & Poor's
(See "Ratings" herein) "AA+" "Aa1" "AA"

Interest on the Bonds is not exempt from present Wisconsin income taxes and IS subject to federal taxation. See "TAX MATTERS" herein for a more complete discussion.



\$38,000,000*
CITY OF MILWAUKEE
Milwaukee County, Wisconsin
Taxable General Obligation Corporate Purpose Bonds, Series 2010 M6
(Qualified School Construction Bonds-Direct Payment)

Dated: June 15, 2010 (Expected Date of Delivery)

Due: February 15, 2027 As Shown Below

The Taxable General Obligation Corporate Purpose Bonds, Series 2010 M6 (Qualified School Construction Bonds-Direct Payment) (the "Bonds") are being issued by the City of Milwaukee, Wisconsin (the "City" and the "State", respectively), as "qualified school construction bonds" as defined in Section 54F of the Internal Revenue Code of 1986 (the "Code").

The Bonds will be dated June 15, 2010 and will mature on February 15, 2027. The Bonds are being issued pursuant to Chapter 67 of the Wisconsin Statutes and are direct general obligations of the City, 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 proceeds from the sale of the Bonds will be used to provide financing for various school construction projects.

The Fiscal Agency Agreement will be dated June 15, 2010 (the "Fiscal Agency Agreement"). The Fiscal Agency Agreement will be between the City and Deutsche Bank National Trust Company, Chicago, Illinois (the "Fiscal Agent").

MATURITY SCHEDULE

Maturing February 15 2027	Amount*	Interest Rate	Yield	CUSIP ⁽¹⁾ Base (602366)
	\$38,000,000			

Interest on the Bonds will be payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 2010 to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the first day (whether or not a business day) of the calendar month.

The Bonds are not subject to optional redemption prior to maturity, however, the Bonds are subject to extraordinary optional redemption prior to maturity. See "THE BONDS – Redemption" herein.

The Bonds have been offered for sale by competitive bid in accordance with the Official Notice of Sale, dated May 11, 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 Notice of Sale. Delivery of the Bonds will be on or about June 15, 2010 (the "Expected Date of Delivery") in New York, New York.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THE BONDS. 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 BONDS WILL BE RECEIVED UNTIL
10:00 A.M. (CENTRAL TIME) ON WEDNESDAY, MAY 26, 2010**

**Preliminary, Subject to Change.*

⁽¹⁾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 Bonds and Strips. 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 Bonds, the Strips, or as indicated above. The CUSIP number for a specific maturity is subject to change after the issuance of the Bonds.

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.

REGARDING THE USE OF THIS OFFICIAL STATEMENT

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.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 27A of the United States Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The City does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations, events, conditions, or circumstances on which such statements are based occur.

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
REGARDING THE USE OF THIS OFFICIAL.....	2	Budgetary Comparison Schedule - General Fund	
INTRODUCTION TO THE OFFICIAL STATEMENT.....	4	For The Years Ending December 31, 2004 Through 2008 ..	28
Summary Statement	4	Assessed and Equalized Valuations	29
DESCRIPTION OF THE BONDS.....	6	Assessed Tax Rates	30
Authority and Purpose	6	Property Tax Levies and Collections.....	30
Security for the Bonds	6	COLLECTION PROCEDURES	31
Statutory Borrowing Limitation.....	6	INSURANCE.....	31
Maturity and Interest Payments	6	PENSION SYSTEM	32
Redemption Provisions	7	Employees' Retirement System.....	32
Redemption and Notice of Redemption.....	7	Firemen's Annuity and Benefit Fund.....	33
Mandatory Sinking Fund Deposits.....	7	Policemen's Annuity and Benefit Fund	33
INVESTMENT POLICIES OF THE CITY	8	Other Post-Employment Benefits	33
THE CITY	9	MILWAUKEE PUBLIC SCHOOLS	33
Location, Organization and Government.....	9	General	33
General	9	Borrowing-General Obligation Debt.....	33
Elected Officials	9	Borrowing-Revenue Bonds.....	34
City Officials	9	Borrowing-Future Financing.....	37
Common Council.....	9	Board of School Directors	37
Public Services and Facilities	10	Public Services and Facilities	38
Employee Relations.....	10	Enrollment	38
GENERAL, DEMOGRAPHIC AND ECONOMIC		Employee Relations	39
INFORMATION.....	11	Financial Information	39
General	11	Insurance	39
Building Permits.....	12	LEGAL MATTERS	40
Leading Business and Industrial Firms Located Within		Litigation Statement - City of Milwaukee.....	40
Milwaukee County.....	13	Litigation Statement - Milwaukee Public Schools	42
EMPLOYMENT AND INDUSTRY.....	14	Legal Opinion.....	41
Annual Unemployment Rates.....	14	RATINGS	43
Recent Monthly Unemployment Rates	14	TAX MATTERS.....	44
Ten Largest Taxpayers With 2009 Assessed Valuations.....	14	General	44
DEBT STRUCTURE.....	16	Certain United States Federal Income Tax Consequences ..	44
Legal Debt Limitations	16	Payments of Interest to United States Holders	45
Debt Margin	16	Original Issue Discount	45
Debt Refunded.....	17	Sale and Retirement of Bonds.....	45
Analysis of General Obligation Debt Outstanding		United States Federal Income Tax Considerations	
as of May 15, 2010.....	17	for Non-U.S. Holders.....	45
General Obligation Debt Service Requirements	18	Backup Withholding and Information Reporting.....	46
Trends of General Obligation Debt.....	19	Change of Law.....	47
Trends of Self-Sustaining General Obligation Debt.....	19	Circular 230 Disclaimer	47
Ratio of General Obligation Debt	20	State Income Tax Consequences.....	53
Computation of Net Direct and Overlapping Debt.....	21	CONTINUING DISCLOSURE	47
Future Financing.....	21	FINANCIAL ADVISOR.....	47
Commercial Paper Program.....	22	UNDERWRITING.....	47
Auction Rate and Other Variable Rate Exposure.....	22	CLOSING DOCUMENTS AND CERTIFICATES	47
REVENUE BONDING.....	22	REPRESENTATIONS OF THE CITY	48
TAX INCREMENT DISTRICT FINANCING	24	ADDITIONAL INFORMATION	48
FINANCIAL INFORMATION	24		
Budgeting	24	APPENDICES	
CITY CAPITAL IMPROVEMENTS PLAN	25	Appendix A - Audited Financial Report of the City of Milwaukee,	
Adopted Budget - Combined Revenues - 2010	26	Wisconsin for the Year Ended December 31, 2008 - Selected	
Adopted Budget - Combined Appropriations - 2010	27	Sections of the Comprehensive Annual	
		Financial Report	
		Appendix B - Draft Form of Legal Opinion	
		Appendix C - Master Continuing Disclosure Certificate	
		Appendix D - Book-Entry Only System	
		Appendix E- Official Notice of Sale and Bid Form	

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:

\$38,000,000* Taxable General Obligation Corporate Purpose Bonds, Series 2010 M6
(Qualified School Construction Bonds-Direct Payment)

The following summary statement is furnished solely to provide limited introductory information regarding the City's Bonds, 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

Issuer:	City of Milwaukee, Wisconsin.
Issue:	Taxable General Obligation Corporate Purpose Bonds, Series 2010 M6, (Qualified School Construction Bonds-Direct Payment)
Dated Date:	The Expected Date of Delivery, which is anticipated to be June 15, 2010.
Maturity:	February 15, 2027
Principal:	\$38,000,000*
Interest Payment Dates:	Interest on the Bonds, will be payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 2010 to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the first day (whether or not a business day) of the calendar month.
Denominations:	\$5,000 or integral multiples thereof.
Purpose:	The Bonds are being issued for the purpose of financing various public school facility construction, rehabilitation, and repair projects.
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. The City has also pledged to make periodic payments into a sinking fund for the Bonds in order to accumulate sufficient funds to pay the Bonds at maturity. (See "THE BONDS - SECURITY FOR THE BONDS" herein).
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, including particularly Section 67.05(5) of the Wisconsin Statutes.
Form of Issuance:	The Bonds will be issued only as fully registered Bonds and will be registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Bonds. Individual purchases will be made in book-entry form only in denominations of \$5,000 principal amount or any integral multiple thereof. Purchasers will not receive certificates representing their interests. Payments on the Bonds will be made by the Fiscal Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners. (See "BOOK-ENTRY-ONLY SYSTEM" herein.)

**Preliminary, subject to change.*

Tax Status:	Under existing law, interest on the Bonds is not exempt from present Wisconsin income taxes and IS subject to federal taxation. See “ TAX MATTERS ” herein for a more complete discussion.								
Redemption Feature:	The Bonds are not subject to optional redemption prior to maturity; however, the Bonds are subject to extraordinary optional redemption prior to maturity. (See “ THE BONDS – REDEMPTION ” herein).								
Official Statement:	The City will provide the original purchaser of the Bonds with up to 100 copies of this Official Statement within seven business days following the award of the Bonds.								
Professionals:	<table border="0" style="margin-left: 20px;"> <tr> <td style="vertical-align: top; padding-right: 20px;">Bond Counsel:</td> <td>Katten Muchin Rosenman LLP Chicago, Illinois</td> </tr> <tr> <td></td> <td>Hurtado, S.C. Wauwatosa, Wisconsin</td> </tr> <tr> <td style="vertical-align: top; padding-right: 20px;">Financial Advisor:</td> <td>Robert W. Baird & Co. Milwaukee, Wisconsin</td> </tr> <tr> <td style="vertical-align: top; padding-right: 20px;">Fiscal Agent/Trustee:</td> <td>Deutsche Bank National Trust Company Chicago, Illinois</td> </tr> </table>	Bond Counsel:	Katten Muchin Rosenman LLP Chicago, Illinois		Hurtado, S.C. Wauwatosa, Wisconsin	Financial Advisor:	Robert W. Baird & Co. Milwaukee, Wisconsin	Fiscal Agent/Trustee:	Deutsche Bank National Trust Company Chicago, Illinois
Bond Counsel:	Katten Muchin Rosenman LLP Chicago, Illinois								
	Hurtado, S.C. Wauwatosa, Wisconsin								
Financial Advisor:	Robert W. Baird & Co. Milwaukee, Wisconsin								
Fiscal Agent/Trustee:	Deutsche Bank National Trust Company Chicago, Illinois								
Record Date:	February 1 and August 1.								
Delivery:	Delivery of the Bonds will be on or about June 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 Bonds will be set forth on the 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 (the “Rule”) 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).								

(The remainder of this page has been intentionally left blank)

DESCRIPTION OF THE BONDS

AUTHORITY AND PURPOSE

The Common Council of the City has authorized the issuance and sale of the Bonds for various school construction projects, by the adoption of resolutions on October 13, 2009, March 2, 2010 and May 4, 2010 in accordance with the provisions of Chapters 67 of the Wisconsin Statutes.

The Bonds will be general obligations of the City for which its full faith and credit and taxing powers are pledged, which taxes may, under current law, be levied without limitation as to rate or amount. Deutsche Bank National Trust Company, Chicago, Illinois will act as fiscal agent, registrar and transfer agent for the Bonds (the "Fiscal Agent"). The Bonds will be issued in fully registered form only, without coupons, coming due as a single maturity on February 15, 2027.

The City has designated the Bonds as "qualified school construction bonds" within the meaning of Section 54F of the Code. Interest on the Bonds, will be payable semiannually on February 15 and August 15 of each year, commencing on August 15, 2010 to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the first day (whether or not a business day) of the calendar month.

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 Section 67.05(10), 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 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.

In order to provide for the maturing principal, the City has covenanted to make annual deposits into the Sinking Fund for the Bonds. The Sinking Fund will be held by the Fiscal Agent for the benefit of the Bonds. (See "Mandatory Sinking Fund Deposits" herein).

STATUTORY BORROWING LIMITATION

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

MATURITY AND INTEREST PAYMENTS

The principal amount of the Bonds matures on February 15, 2027. Principal of the Bonds is payable when due upon surrender of the Bonds at the office of the Fiscal Agent, who is acting under authority of a Fiscal Agency Agreement, dated as of June 15, 2010 (the "Fiscal Agency Agreement"), by and between the City and the Deutsche Bank National Trust Company, Chicago, Illinois. Interest on the Bonds, will be payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 2010 to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the first day (whether or not a business day) of the calendar month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months. The registered owner of the bond will initially be Cede & Co., as nominee of The Depository Trust Company, New York, New York. (See "BOOK ENTRY ONLY SYSTEM", herein).

REDEMPTION PROVISIONS

The Bonds are not subject to optional redemption prior to their stated maturity; however, the Bonds are subject to extraordinary optional redemption.

Extraordinary Mandatory Redemption. The Bonds are subject to extraordinary mandatory redemption, as a whole, or in part by lot, at the redemption price for each Bond to be redeemed equal to the principal amount thereof to be redeemed, on June 15, 2013 and on any date thereafter, in accordance with the requirements of Section 54A(d)(2)(B) of the Internal Revenue Code of 1986 (the "Code") regarding the required expenditure of the available project proceeds of the Bonds within the three year period (or permitted extended period) following the date of issuance of the Bonds.

The Bonds are subject to extraordinary mandatory redemption within 90 days after the Expenditure Termination Date, in whole or in part, in Authorized Denominations, at a Redemption Price of par, in a principal amount equal to the sum of (i) the unexpended Available Project Proceeds as of the Expenditure Termination Date and (ii) such additional amount so that the aggregate principal amount of the Bonds to be redeemed is \$5,000 or an integral multiple of \$5,000. The Fiscal Agent shall select the date of redemption, which date shall be within 90 days after the Expenditure Termination Date.

Extraordinary Optional Redemption. The Bonds are subject to extraordinary redemption at the option of the City, in whole or in part, at the redemption price for each Bond to be redeemed equal to the principal amount thereof to be redeemed, on any date on or after the date that (i) a change has occurred to Section 54A, Section 54F or Section 6431 of the Code, or to any guidance published by the Internal Revenue Service or the United States Treasury with respect to such sections or any other determination by the Internal Revenue Service or the United States Treasury, pursuant to which the City's cash subsidy payment from the United States Treasury with respect to interest paid on the Bonds is reduced or eliminated or (ii) the United States Treasury fails to make such a cash subsidy payment to which the City is entitled and such failure is not caused by any action by or failure to act by the City.

REDEMPTION AND NOTICE OF REDEMPTION

Pro-rata redemption and notification procedures are provided for in the Fiscal Agency Agreement. While the City will select Bonds for redemption on a pro-rata basis, and will inform DTC of the pro-rata selection method, the City cannot provide any assurance that DTC's method of allocating redemptions among Direct Participants, Direct Participants allocation of redemptions among Indirect Participants, and Direct and Indirect Participants' allocation of redemptions among Beneficial Owners will be pro-rata.

MANDATORY SINKING FUND DEPOSITS

The City has covenanted to set aside deposits in the following annual amounts, by February 15 of each of the following years, into a sinking fund account to be held by the Fiscal Agent and applied to the payment of the principal amount of the Bonds at maturity.

<u>February 15</u>	<u>Mandatory Sinking Fund Deposit</u>
2014	\$
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	

The Fiscal Agent may invest the Sinking Fund in any security authorized by Section 67.11 of the Wisconsin Statutes that mature no later than necessary to provide moneys for redemption payments. The City shall not be required to make a sinking fund deposit on any date where the sum of the maturing value of the investments held in the Sinking Fund on deposit is sufficient to pay in full, the principal amount of Bonds outstanding.

INVESTMENT POLICIES OF THE CITY

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's 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. Because of 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") includes the principal cities of Milwaukee, Waukesha and West Allis, in the counties of Milwaukee, Ozaukee, Waukesha and Washington, and 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, 2010

(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

		Adjusted Gross
		Income Per
Year	Population	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

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 which follows, 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	2009	Type of Business or Service
	Employment Estimates	
Aurora Health Care	21,570	Healthcare
U.S. Government (Includes Zablocki V.A. Medical Center)	11,100	Government
Milwaukee Public Schools	10,943	Education
Wheaton Franciscan Healthcare	9,371	Healthcare
Wal-Mart Stores	7,682	Discount retail stores and warehouse clubs
City of Milwaukee	7,307	Government
Roundy's Supermarket	6,800	Retail grocer
Quad Graphics	6,600	Commercial printing
GE Healthcare Technologies	6,000	Medical imaging, healthcare services
Kohl's Corporation	5,920	Specialty department stores
Milwaukee County	5,708	Government
Columbia-St. Mary's	5,371	Healthcare provider
Northwestern Mutual Life	5,000	Insurance
Medical College of Wisconsin	4,833	Medical school/academic/health care
Froedtert Memorial Lutheran Hospital and Community Health	4,446	Healthcare
M&I Marshall & Ilsley	4,230	Holding company banking/finance and data services
AT & T Wisconsin	4,200	Communications
WE Energies	4,150	Electric/natural gas utility
Harley-Davidson Motor Company	3,819	Manufacturer, motorcycles
Pro Healthcare, Inc.	3,619	Healthcare provider
University of Wisconsin-Milwaukee	3,531	Education
Children's Hospital of Wisconsin	3,385	Healthcare
Target Corporation	3,318	Discount department store chain
Rockwell Automation (formerly Allen-Bradley)	3,300	Manufacturer, electrical/electronic products
U. S. Bank	3,281	Finance, banking
Walgreens Co.	3,010	Retail drugstore chain

Source: *The 2010 Business Journal Book of Lists. Employer contacts July 2009, April 2010.*

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)

	City of	Milwaukee - Waukesha-West Allis	State of	
<u>Year</u>	<u>Milwaukee</u>	<u>Metropolitan Statistical Area</u>	<u>Wisconsin</u>	<u>United States</u>
2009	11.1% ⁽¹⁾	8.7% ⁽¹⁾	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

⁽¹⁾ *Estimate.*

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

RECENT MONTHLY UNEMPLOYMENT RATES

(Not Seasonally Adjusted)

	City of	Milwaukee - Waukesha-West Allis	State of	
<u>Month</u>	<u>Milwaukee</u>	<u>Metropolitan Statistical Area</u>	<u>Wisconsin</u>	<u>United States</u>
December 2009	11.0% ⁽¹⁾	8.6% ⁽¹⁾	8.3% ⁽¹⁾	9.7%

⁽¹⁾ *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 Bonds)

Equalized Value of Taxable Property in the City	\$31,266,329,200
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Legal Debt Limitation for City Borrowing

5% of Equalized Value	1,563,316,460
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General Obligation Debt Outstanding subject to 5% Limit	
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as of May 15, 2010	\$975,210,000
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Plus: 2010 M6	38,000,000 ⁽¹⁾
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Less: Provision for current year maturities	<u>(40,250,000)</u>
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Net General Obligation Debt Outstanding subject to the 5% Limit	
---	--

as of May 15, 2010	972,960,000
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Total Debt Margin for City Borrowing (in Dollars)	590,356,460
---	-------------

(As a percentage)	37.8%
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(As a percentage excluding Cash Flow Notes)	47.2%
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Legal Debt Limitation for School Purpose Borrowing

2% of Equalized Value	625,326,584
-----------------------	-------------

General Obligation Debt Outstanding subject to 2% Limit	
---	--

as of May 15, 2010	14,774,150
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Less: Provision for current year maturities	—
---	---

Net General Obligation Debt Outstanding subject to the 2% Limit	
---	--

as of May 15, 2010	14,774,150
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Total Debt Margin for School Purpose Borrowing (in Dollars)	610,552,434
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(As a percentage)	97.6%
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⁽¹⁾ 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 MAY 15, 2010

Public Buildings	\$175,567,327
Tax Increment Districts	173,605,646
Streets	105,145,825
Schools (5% City Borrowing)	101,267,516
Schools (2% School Purpose Borrowing)	14,774,150
Sewers	52,214,790
Finance Real & Personal Property Tax Receivables	47,574,537
Police	33,868,586
Bridges	25,976,317
Blight Elimination/Urban Renewal	24,338,662
Fire	18,815,363
Water	15,685,421
Local Improvement Projects/Special Assessments	12,630,232
Parking	12,544,048
Library	9,535,855
Playground/Recreational Facilities	9,189,416
Municipal Expenses	3,573,040
Grant & Aid Improvements City Share	3,445,227
Harbor	3,189,815
Economic Development	19,193
Industrial Land Bank	13,454
Resource Recovery	4,381
Milwaukee Exposition and Convention Center	3,666
Lakefront Development	1,683
	<hr/>
Cash Flow Notes	147,000,000
	<hr/>
Total	<u><u>\$989,984,150</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.

Year	Total G.O. Debt Service as of 5/15/2010		Series 2010 M6		Total Requirements After Issuance
	Principal ⁽¹⁾	Interest ⁽²⁾	Principal ⁽¹⁾	Interest ⁽³⁾	
2010	\$187,250,000	\$21,695,486		\$348,333	\$209,293,819
2011	108,785,000	36,555,322		2,090,000	147,430,322
2012	88,865,000	32,314,156		2,090,000	123,269,156
2013	82,065,000	28,439,844		2,090,000	112,594,844
2014	74,034,504	25,563,187	\$2,500,000	2,090,000	104,187,691
2015	68,703,467	22,774,593	2,500,000	2,090,000	96,068,060
2016	64,098,434	19,527,291	2,500,000	2,090,000	88,215,725
2017	56,800,239	17,274,756	2,500,000	2,090,000	78,664,995
2018	53,568,544	14,320,364	2,500,000	2,090,000	72,478,909
2019	44,746,727	12,747,862	2,500,000	2,090,000	62,084,589
2020	38,516,322	11,181,603	2,500,000	2,090,000	54,287,925
2021	34,873,148	8,954,214	2,500,000	2,090,000	48,417,362
2022	27,429,005	8,116,630	2,500,000	2,090,000	40,135,634
2023	24,108,761	6,501,377	2,500,000	2,090,000	35,200,138
2024	18,415,000	1,723,290	2,500,000	2,090,000	24,728,290
2025	14,410,000	628,516	2,500,000	2,090,000	19,628,516
2026	1,625,000	131,231	3,500,000	2,090,000	7,346,231
2027	1,690,000	44,538	4,500,000	1,045,000	7,279,538
2028	0	0	0	0	0
2029	0	0	0	0	0
2030	0	0	0	0	0
	<u>\$989,984,150</u>	<u>\$268,494,260</u>	<u>\$38,000,000</u>	<u>\$34,833,333</u>	<u>\$1,331,311,743</u>

⁽¹⁾ Assumes Sinking Fund Deposits in year due

⁽²⁾ Assumes: the maximum interest rate of 12.0% on \$24,600,000 of variable rate debt (the tax levy requirement).

⁽³⁾ Assumes an interest rate of 5.50%

TRENDS OF GENERAL OBLIGATION DEBT
(THOUSANDS OF DOLLARS)

Year 12/31	Total G O Debt	Self-Sustaining G O Debt	Levy Supported G O 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 ⁽¹⁾	Water	Sewer ⁽²⁾	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.

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

⁽²⁾ 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 ⁽¹⁾	Net Equalized Valuation	AV	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

⁽¹⁾ 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 ⁽¹⁾	50,916,679	2.41	1,290

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

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

Governmental Unit	Debt Outstanding As of May 15, 2010	Approximate Percentage Applicable	Milwaukee's Share of Debt As of May 15, 2010
City of Milwaukee ⁽¹⁾	\$947,134,150	100.00%	\$947,134,150
Area Board of Vocational, Technical and Adult Education, District No. 9 ⁽²⁾	74,775,000	38.49	28,780,898
County of Milwaukee	666,783,652	46.78	311,921,392
Milwaukee Metropolitan Sewerage District ⁽³⁾	858,864,669	50.21	431,235,950
TOTAL NET DIRECT AND OVERLAPPING DEBT	\$2,547,557,471		\$1,719,072,390

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

⁽²⁾ Includes new issue of \$1.5 million of General Obligation Promissory Notes, Series 2009-10H, dated April 15, 2010.

⁽³⁾ 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 May 15, 2010, the City had \$607,378,003 authorized unissued general obligation debt, for various corporate and capital improvement purposes, which can be issued at any time. In addition, the City has \$253,000,000 of unissued revenue anticipation borrowing authorized in the 2010 Budget.

The authorized unissued general obligation debt includes \$98 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. The City is considering the use of \$40 million of General Obligation Commercial Paper to provide temporary financing in anticipation of loans from the Clean Water Fund program. The commercial paper can be issued at any time.

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 May 15, 2010, the City had \$2,600,000 of Series T4 Notes outstanding.

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, 2009, the Milwaukee Economic Development Corporation, or through a related entity, funded loans for 1,012 small businesses and redevelopment projects utilizing \$227 million to leverage a total of \$1,152 million in investment. 937 loans have been enrolled in the Capital Access Program with covered loan amounts totaling \$52 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, 2009.

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 that 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

	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Total
Taxes						
Property Tax - General	\$89,998,860	—	\$69,118,480	\$793,000	—	\$159,910,340
Provision for Empl Retirement ⁽¹⁾	81,844,193	—	—	—	—	81,844,193
Common Council Cont	5,000,000	—	—	—	—	5,000,000
Total Taxes	<u>176,843,053</u>	<u>—</u>	<u>69,118,480</u>	<u>793,000</u>	<u>—</u>	<u>246,754,533</u>
Revenues						
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 ⁽²⁾	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
Total Revenues	<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>
Tax Stabilization						
Transfer from Reserves	13,070,000	—	—	—	—	13,070,000
Sale of Bonds and Notes						
Bonds and Notes	—	—	—	97,351,903	22,287,000	119,638,903
Grand Total	<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>

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

⁽²⁾ 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 ⁽¹⁾	(117,226,955)	—	—	—	—	(117,226,955)
Grand Total	<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>

⁽¹⁾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)

<u>Revenues:</u>	2004	2005	2006	2007 ⁽¹⁾	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
TOTAL GENERAL FUND REVENUES	<u>492,658</u>	<u>507,050</u>	<u>528,872</u>	<u>529,986</u>	<u>534,981</u>
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
TOTAL GENERAL FUND REVENUES TAX STABILIZATION FUND WITHDRAWALS AND OTHER FINANCING SOURCES	<u>544,441</u>	<u>563,115</u>	<u>582,961</u>	<u>596,385</u>	<u>608,904</u>
<u>Expenditures:</u>					
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
TOTAL EXPENDITURES	<u>532,516</u>	<u>548,303</u>	<u>546,685</u>	<u>583,300</u>	<u>598,879</u>
SOURCES OVER (UNDER) EXPENDITURES	11,925	14,812	36,276	13,085	10,025
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	<u>87,036</u>	<u>85,227</u>	<u>105,175</u>	<u>95,085</u>	<u>71,421</u>
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
TOTAL FUND BALANCE	<u>87,036</u>	<u>85,227</u>	<u>105,175</u>	<u>95,085</u>	<u>71,421</u>

⁽¹⁾ 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
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%	93.81%	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	25.61	23.68	24.57	25.60	27.70
Less: State Tax Credit	(\$1.11)	(\$1.27)	(\$1.43)	(\$1.57)	(\$1.72)
Net Tax Rate	<u>\$24.50</u>	<u>\$22.41</u>	<u>\$23.14</u>	<u>\$24.03</u>	<u>\$25.98</u>

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

Budget	<u>Taxes Levied for the Fiscal Year</u>			<u>Cumulative Collected in Subsequent Years</u>	
<u>Year</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 1st. If the taxes are not paid when due under the 10-month installment plan, they become delinquent for legal purposes on November 15th.

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 11,581 active, 11,082 retirees and beneficiaries, and 4,134 vested inactive members at December 31, 2008.

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 ⁽¹⁾	5.5%
Elected Officials	7.0%
Police	7.0%
Fire	7.0%

⁽¹⁾ 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. Beginning in 2010, certain new employees will be responsible for the employee's share of the pension contributions. 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 December 31, 2009 were \$4.0 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 for more information.

MILWAUKEE PUBLIC SCHOOLS

GENERAL

Milwaukee Public Schools (“MPS”) was established on February 3, 1846, and operates under Chapter 119 of the Wisconsin Statutes. MPS is effectively treated by state statutes as a City department. MPS is governed by the Milwaukee Board of School Directors (the “MBSD”). MPS has budget adoption authority (the City must then levy and collect a tax to support the MBSD budget). MPS provides elementary, secondary, vocational and special education services for grades K through 12 to residents of the City, whose boundaries are coterminous with those of the MPS. All funds for MPS flow through the City Treasurer who, by statute, disburses them at the direction of the Director/Board Clerk of MBSD. The City Comptroller, City Treasurer and City Attorney perform their respective functions for MPS as well as the City.

BORROWING – GENERAL OBLIGATION DEBT

MPS does not have authority to issue debt. The City has the authority (under Chapters 67, 119, and 120 Wisconsin Statutes) to issue municipal obligations for specific school purposes including the acquisition of sites and constructing, enlarging and remodeling of school buildings for the purpose of providing additional classroom space to accommodate anticipated school enrollments. Such municipal obligations require the adoption of a resolution by the City and the levying by the City of required debt service. The table below shows the City’s outstanding general obligation debt for school purposes of \$96,220,138. The City also has authorized but unissued general obligation debt for school purposes. (See “MILWAUKEE PUBLIC SCHOOLS - Borrowing - Future Financing” herein.)

CITY OF MILWAUKEE
OUTSTANDING GENERAL OBLIGATION DEBT
FOR SCHOOL PURPOSES
AS OF MAY 1, 2010

Period Ending	Principal ⁽¹⁾	Interest ⁽²⁾	Total
12/31/2010	\$7,048,744	\$2,220,223	\$9,268,967
12/31/2011	13,327,425	3,753,162	17,080,587
12/31/2012	12,315,443	3,222,771	15,538,214
12/31/2013	12,682,139	2,700,372	15,382,511
12/31/2014	9,838,336	3,061,548	12,899,884
12/31/2015	8,990,878	3,272,579	12,263,456
12/31/2016	10,705,430	2,838,340	13,543,770
12/31/2017	8,788,391	3,104,410	11,892,801
12/31/2018	7,638,637	2,686,222	10,324,860
12/31/2019	7,297,344	3,180,497	10,477,841
12/31/2020	6,437,988	3,309,611	9,747,599
12/31/2021	2,854,814	2,982,935	5,837,749
12/31/2022	3,105,671	3,820,154	6,925,824
12/31/2023	2,890,427	3,653,189	6,543,616
12/31/2024	1,195,000	148,350	1,343,350
12/31/2025	925,000	141,600	1,066,600
	<u>\$116,041,666</u>	<u>\$44,095,965</u>	<u>\$160,137,631</u>

⁽¹⁾ Assumes Sinking Fund Deposits in year due.

⁽²⁾ Compound interest is included in year paid.

BORROWING-REVENUE BONDS

The following sections provide information on outstanding revenue obligations issued by the Redevelopment Authority of the City of Milwaukee ("RACM") for school purposes.

Neighborhood Schools Initiative

In February 2002, RACM issued \$33,300,000 of its Revenue Bonds, Series 2002A (the "2002A Bonds") and in November 2003, RACM issued \$78,740,000 of its Revenue Bonds, Series 2003A (the "2003A Bonds") (Milwaukee Public Schools – Neighborhood Schools Initiative) (collectively, the "NSI Revenue Bonds"). RACM loaned the proceeds of the NSI Revenue Bonds to MPS to partially finance the initial cost of providing approximately 750,000 square-feet of additional classroom capacity for MPS schools, to implement the Neighborhood Schools Initiative and for related activities of MPS. MPS is obligated to make payments to RACM sufficient to pay the principal of and interest on the NSI Revenue Bonds. MPS's repayment obligation is payable solely from and secured by a pledge of all intra-district aid received by MPS from the State.

In February 2007, RACM issued \$31,865,000 of Refunding Revenue Bonds, Series 2007A, which advance refunded a portion of the 2003A Bonds.

The schedule of remaining debt service payments on the NSI Revenue Bonds is as follows:

**CITY OF MILWAUKEE
REDEVELOPMENT AUTHORITY REVENUE BONDS
ANNUAL DEBT SERVICE PAYMENTS AS OF MAY 1, 2010**

Year ending June 30	Debt Service Payments	Year ending June 30	Debt Service Payments	Year ending June 30	Debt Service Payments
2010	\$8,189,253	2015	\$9,144,649	2020	\$10,343,094
2011	8,266,676	2016	9,376,675	2021	10,126,549
2012	8,474,868	2017	9,606,995	2022	10,391,138
2013	8,705,504	2018	9,848,206	2023	10,650,500
2014	8,922,258	2019	10,094,129	2024	11,097,600

Lease Revenue Bonds

The lease revenue bonds do not constitute general obligations of MPS or the City and shall not constitute or give rise to a charge against the City's taxing powers. MPS does, however, have an obligation to pay rents under a lease to support the debt service on the lease revenue bonds. Under the lease, the annual rent payments constitute a budgeted expenditure of MPS payable only if funds are budgeted and appropriated annually by the MPS from its School Operations Fund. MPS's obligations under the lease may be terminated on an annual basis by MPS if MPS fails to budget and appropriate for lease payments.

In November 2005, RACM issued \$12,415,000 Redevelopment Lease Revenue Bonds, Series 2005A (the "Series 2005A Bonds") on behalf of MPS to pay certain costs in connection with constructing additions and making improvements to three public schools of the City of Milwaukee: Congress Extended Year-Round Elementary School, Craig Montessori School and La Escuela Fratney. The schedule of lease payments is as follows:

Fiscal Year	Principal	Interest	Total
2010	\$495,000	\$492,923	\$987,923
2011	515,000	475,366	990,366
2012	530,000	456,420	986,420
2013	550,000	436,028	986,028
2014	575,000	413,940	988,940
2015	595,000	390,243	985,243
2016	620,000	365,180	985,180
2017	645,000	338,609	983,609
2018	675,000	310,221	985,221
2019	705,000	280,030	985,030
2020	735,000	248,166	983,166
2021	770,000	214,488	984,488
2022	805,000	178,648	983,648
2023	845,000	140,698	985,698
2024	880,000	101,683	981,683
2025	925,000	61,521	986,521
2026	920,000	20,470	940,470
	<u>\$11,785,000</u>	<u>\$4,924,634</u>	<u>\$16,709,634</u>

Pension Obligation Bonds

In December, 2003, RACM issued its \$146,569,122 Taxable Pension Funding Bonds, 2003 Series C and 2003 Series D (Milwaukee Public Schools) (the "Pension Bonds"). RACM loaned the proceeds of the Pension Bonds to MPS, which, together with the proceeds of a general obligation note issued by the City, was used to retire MPS unfunded actuarial accrued liability owed to the Wisconsin Retirement System with respect to retirement benefits for MPS employees. MPS is obligated to make payments to RACM sufficient to pay the principal of and interest on the Pension Bonds, subject to annual appropriation. MPS's repayment obligation is payable solely from and secured by a pledge of monies in the School Operations Fund. MPS has also pledged certain State Aid payments received by MPS from the State of Wisconsin to secure the payment of debt service.

The 2003 Series D Pension Bonds were issued as variable rate securities. In 2005, the 2003 Series D Pension Bonds were converted to index linked at a fixed spread of 0.25% over 1-Month LIBOR for the life of the bonds. The City, on behalf of MPS, entered into Interest Rate Exchange Agreements to synthetically fix the interest rate payable for the entire term of the Pension Bonds. Under the Interest Rate Exchange Agreement, MPS receives a fixed spread of 0.20% over 1-Month LIBOR for the life of the bonds. Interest Rate Exchange Agreements covering \$70,850,000 of 2003 Series D Pension Bonds (the "Agreements") are with Lehman Brothers Special Financing Inc, which filed for bankruptcy in October, 2008. At the time of the bankruptcy filing, the Agreements had a negative value of approximately \$8,000,000 to MPS (MPS would have to pay Lehman to terminate the Agreements). On November 1, 2009, the Agreements had a negative value of approximately \$14.7 million. No payments have been due from Lehman since the bankruptcy filing. MPS and the City are working to replace the Agreements with a new counterparty at no net cost to the MPS or the City. The schedule of loan payments, after taking into account the Interest Rate Exchange Agreements, is as follows:

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE
TAXABLE PENSION FUNDING BONDS
(Milwaukee Public Schools)
ANNUAL LOAN PAYMENTS AS OF MAY 1, 2010**

<u>Year Ending</u> <u>June 30</u>	<u>Loan</u> <u>Payments</u>	<u>Year Ending</u> <u>June 30</u>	<u>Loan</u> <u>Payments</u>	<u>Year Ending</u> <u>June 30</u>	<u>Loan</u> <u>Payments</u>
2010	\$7,340,685	2022	\$7,340,685	2034	\$17,890,228
2011	7,340,685	2023	7,340,685	2035	18,804,603
2012	7,340,685	2024	13,590,685	2036	19,353,978
2013	7,340,685	2025	13,315,060	2037	19,673,353
2014	7,340,685	2026	14,420,228	2038	20,530,533
2015	7,340,685	2027	14,239,603	2039	20,957,713
2016	7,340,685	2028	15,298,978	2040	21,784,893
2017	7,340,685	2029	15,743,353	2041	8,787,073
2018	7,340,685	2030	15,707,728	2042	7,239,253
2019	7,340,685	2031	16,707,103	2043	6,891,433
2020	7,340,685	2032	16,766,478	2044	6,296,806
2021	7,340,685	2033	17,725,853		

Borrowing – Qualified Zone Academy Projects

In December, 2001, MPS entered into a \$8,590,000 Lease Purchase Agreement (2001 QZAB Project) for the purpose of purchasing and installing certain equipment for use at the Lynde and Harry Bradley Technology and Trade School. In November, 2002 and in August, 2003, respectively, MPS entered into a \$4,979,000 Lease and Deferred Payment Agreement (2002 QZAB Project), and \$2,650,000 Lease and Deferred Payment Agreement (2003 QZAB Project). In December, 2005, MPS entered into a \$2,021,000 Lease and Deferred Payment Agreement (2005 QZAB Project) and in December, 2006, entered into a \$1,078,100 Lease and Deferred Payment Agreement (2006 QZAB Project) for the purpose of constructing certain improvements to, and purchasing and installing certain equipment for use at, various MPS schools. MPS entered into QZAB Agreements with each Investor, under which MPS makes annual impoundment payments which are subject to annual appropriation by MPS. The schedule of total remaining impoundment payments is as follows:

<u>December 1</u>	<u>Payment Amount</u>
2010	\$593,441
2011	329,625
2012	329,625
2013	103,298

BORROWING – FUTURE FINANCING

After issuance of the Bonds, the City has \$7,950,000 of authorized, but unissued, general obligation borrowing authority for school purposes.

BOARD OF SCHOOL DIRECTORS

MPS is governed by a nine member Board of Directors (“MBSD”). Eight Directors represent and are elected by Districts from within a total population of approximately 584,000. One member is elected at-large. Directors serve staggered four year terms which expire in April, and annually, at its organizational meeting, elect a president. The current members and the years in which their terms of office expire are as follows:

Michael Bonds, President	(2011)	Tim Petersons	(2011)
Peter Thomas Blewett, Vice President	(2013)	Jeff Spence	(2011)
Terrence Falk	(2011)	Annie Woodward	(2013)
Larry Miller	(2013)	David Voeltner	(2013)
Bruce Thompson, Member At-Large	(2011)		

The City Officials who serve in identical capacities for MPS, and the year in which their terms of office expire are as follows:

W. Martin Morics	Comptroller	(2012)
Grant F. Langley	Attorney	(2012)
Wayne F. Whittow	Treasurer	(2012)

PUBLIC SERVICES AND FACILITIES

In the 2009-2010 school year, MPS has approximately 82,444 full-time students and 5,766 teachers, attending 198 school programs within approximately 157 school buildings. The average age of the MPS buildings is just over 50 years, however, significant investment was made in upgrading many of these buildings in the 1970's and 1980's.

The purpose and responsibility of MPS is to provide an efficient educational system for children enrolled in the public schools, whereby each child has access to programs and services that are appropriate to his or her educational needs. In addition to the regular educational programs, MPS offers comprehensive programs in the areas of vocational education, special education, and bilingual education. Through its specialty school programs, MPS offers advanced educational programs in such areas as fine arts, computer science, health professions, business, and technical trades. In addition, MPS provides community recreation and education services through its parks and centers for the elderly.

The following schools closed effective June, 2009:

- Metropolitan High School (Facility will be occupied by Alliance)
- Carleton Elementary
- Milwaukee Academy of Aviation, Science, and Technology. The aviation program will be moved to Lynde & Harry Bradley Technology and Trade School in the 2009-2010 school year.
- Truth Institute (Instrumentality charter contract terminated).
- Lee School's facility is closing and Lee is merging with Wheatley for the 2009-2010 school year.
- The MEC Campus facility is closing (227 W. Pleasant St.). The middle school program of MEC, the Milwaukee Education Center, will relocate to the Andrew Douglas Campus at 3620 N. 18th St. The Downtown Institute of Arts and Letters (DIAL High School), which was also located at that building for the school year 2008-09, will also relocate to the Andrew Douglas Campus.
- Sarah Scott School closed in June, 2008. The Milwaukee Business High School occupied the building at 1017 N. 12th St. for school year 2008-09. The instrumentality charter for Milwaukee Business High School has been terminated. The business program will be added to Vincent High School in the 2009-2010 school year. The building at 1017 N. 12th St. closed in June, 2009. Community High School and Work Institute, which were also located in that building for school year 2008-09, will be relocated to the Juneau High School campus and the Andrew Douglas Campus, respectively.

The non-instrumentality charter contacts between MPS and the following non-instrumentality charters ended June, 2009:

- Preparatory School for Global Leadership
- CITIES Project High School
- Bruce Guadalupe Community School
- Milwaukee Leadership Training Center
- V. E. Carter School of Excellence

All of MPS has been accredited by the North Central Association of Colleges and Schools.

ENROLLMENT

<u>School Year</u>	<u>Average School Daily Membership⁽¹⁾</u>	<u>School Year</u>	<u>Average School Daily Membership⁽¹⁾</u>
1997-1998	102,914	2004-2005	96,874
1998-1999	102,097	2005-2006	94,975
1999-2000	100,682	2006-2007	92,226
2000-2001	99,332	2007-2008	89,113
2001-2002	99,025	2008-2009	87,140
2002-2003	99,054	2009-2010	85,221
2003-2004	98,323		

⁽¹⁾ Kindergarten 1/2 day membership converted to full day equivalents.

EMPLOYEE RELATIONS

In September 2007 the MBSD and the Milwaukee Teacher's Education Association reached agreement on the teacher contract for the period July 1, 2007 through June 30, 2009.

In December 2008, the MBSD and the Administrators and Supervisors Council reached agreement on their contract for the period July 1, 2007 thru June 30, 2009.

In March 2009, the MBSD and the Milwaukee Teacher's Education Association reached agreement on the substitute teacher contract for the period July 1, 2007 thru June 30, 2009.

In May 2009, the MBSD and the Milwaukee Teacher's Education Association reached agreement on the educational assistant contract for the period January 1, 2007 thru December 31, 2008.

In September 2008, the MBSD and the Milwaukee Teacher's Education Association reached agreement on the school accountant/bookkeeper contract for the period January 1, 2007 thru December 31, 2008.

On June 30, 2009, the MBSD and Local 1053 reached an agreement on the clerical contract for the period July 1, 2006 thru June 30, 2008.

Psychologists' Association in the Milwaukee Public Schools – Current Term 07/01/07 to 06/30/09.

Local 150 – Current Term 07/01/06 to 06/30/08

Local 950 – Current Term 01/01/07 to 12/31/08

Local 1053 – Current Term 07/01/06 to 06/30/08

Local 1616 – Current Term 07/01/06 to 06/30/08

All expired contracts are currently in negotiations.

FINANCIAL INFORMATION

MPS has full control of all expenditures and revenues required to operate the school district. Section 119.46 of the Wisconsin Statutes requires MPS to transmit to the City a budget to operate, maintain, equip and improve the schools. The City's Common Council must levy and collect property taxes equal to the amount of money budgeted by MPS. All taxes so collected and all other funds received by MPS for these purposes are deposited to accounts of the School District.

INSURANCE

The District purchases commercial property insurance, auto liability insurance, errors and omissions insurance, and excess liability insurance. The District assumes a \$250,000 self insured retention for any one loss or occurrence under its self-insured general liability program. The District purchases excess liability insurance for its general liability that provides per occurrence and aggregate protection. The District is fully self-insured for environmental-related liabilities and purchases no excess environmental liability insurance. 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 within the scope of their official capacity to \$50,000 in tort liability for non-automobile cases and \$250,000 in automobile cases.

MPS is self-insured for health, dental, and workers' compensation benefits and certain other general liability exposures. The accrued liability for estimated self-insured claims of \$42,066,569 recorded in the School Operations Fund and \$5,162,684 represents an estimate of the amount of claims incurred, but not paid or reported, as of June 30, 2009.

LEGAL MATTERS

LITIGATION STATEMENT-CITY OF MILWAUKEE

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 May 1, 2010.

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. At the April 14, 2010 motion hearing, the judge recused himself. We are awaiting assignment of a new judge.

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. The current fact discovery deadline is August 1, 2010, expert discovery deadline is March 1, 2011, and the dispositive motion deadline is April 1, 2011.

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. The matter is in the early stages of discovery.

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. The matter is in the early stages of discovery.

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 set for trial in June 2010.

LITIGATION STATEMENT-MILWAUKEE PUBLIC SCHOOLS

MPS and its directors, 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. MPS does carry Commercial General Liability Insurance, Umbrella General Liability Insurance and School Teachers Error and Omissions Insurance. Section 893.80 of the Wisconsin Statutes limits the amount recoverable against a political corporation, its officer, officials or employees for acts performed in their official capacity to \$50,000 in tort liability of non-automobile cases and \$250,000 in automobile cases.

The City Attorney's Office has currently 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. Those which individually represent the maximum potential loss exposure in excess of \$1 million which existed as of the date May 1, 2010 are summarized below.

Jamie S., et al. v. Milwaukee Bd. of Sch. Directors, Case No. 01-C-0298 (E.D. Wis.) (formerly known as Lamont A., et al. v. Milwaukee Bd. of Sch. Directors). This is a federal suit, pending in the U.S. District Court for the Eastern District of Wisconsin. It was filed by Disability Rights Wisconsin (DRW) on behalf of a class of District special education students, alleging violations of the Individuals with Disabilities Education Act (IDEA), the Rehabilitation Act of 1973 (Section 504) and Section 1983 of the Civil Rights Act of 1871 (42 U.S.C. §1983). The Plaintiffs allege that MPS violated the statutory and constitutional rights of the class members as a result of the District's delay in providing and/or failure to provide special education and related services to students protected under the referenced statutes. The Plaintiffs also brought claims against the State of Wisconsin, Department of Public Instruction, (DPI) alleging that the State of Wisconsin failed to properly monitor the District and enforce federal and state laws.

In May, 2003, the Court significantly narrowed the class of plaintiffs, dismissing some named plaintiffs and the unnamed class plaintiffs that had failed to exhaust administrative remedies for "post-determination claims" prior to commencing the federal court action. That decision was appealed to the Seventh Circuit Court of Appeals, which denied the appeal. The Court certified the class which consists of those students eligible for special services who are, have been, or will be denied or delayed entry into the special education process which results in a properly constituted initial IEP meeting between the IEP team and the parents or guardians of the student.

On July 19, 2005, the Court determined that a trial was necessary to resolve the outstanding issues of fact and that only expert testimony would be heard at this trial. The Phase I trial was held and on November 28, 2005, the Court determined that it was necessary to proceed to Phase II, which would consist of the factual presentation upon which the experts formed their respective opinions. The Phase II trial was held and on September 11, 2007, the Court entered its Decision and Order, which found liability on behalf of both the District and DPI. Specifically, the Court concluded that the District committed systemic violations of the Child Find provisions of the IDEA, including failure to refer children with a suspected disability in a timely manner for an initial evaluation; improperly extending the 90 day time requirement; imposing suspensions in a manner that improperly impeded the ability to refer children with suspected disabilities for an initial evaluation; and failure to insure that the child's parents or guardians attend the initial evaluation. The Court concluded also that DPI violated the IDEA and related state statutes by failing to adequately discharge its oversight and supervisory obligations in regard to the compliance by MPS with the IDEA and related state statutes, as that compliance relates to the systemic violations found by the Court.

On October 12, 2007, the Plaintiffs filed a motion for attorneys' fees and costs. The Defendants filed a joint response brief arguing, among other things, that the Plaintiffs had not achieved prevailing party status under the IDEA and, thus, were unable to recover any fees or costs at this time.

On February 27, 2008, the Plaintiffs and DPI agreed to a settlement that would require DPI to enforce outcome standards for MPS regarding parental participation in initial IEP team meetings, timely completion of initial special education evaluations, and referral of regular education students with suspension histories or who have been retained to a system of early intervening services. DPI also agreed to hire an Independent Expert to oversee MPS' compliance with these standards and a parent/staff trainer to assist parents/guardians and District staff in understanding their rights and obligations under the IDEA. Finally, DPI agreed to pay DRW \$475,000 for attorneys' fees and costs.

On May 1, 2008, MPS filed a motion objecting to the Plaintiffs' and DPI's proposed settlement agreement because, among other reasons, it infringed MPS' legal rights. On June 6, 2008, the Court granted preliminary approval of the proposed settlement agreement, finding that the District did not have standing to object to the settlement agreement. On July 28, 2008, the Court approved the settlement agreement after receiving no objections from class members.

Phase III of trial was conducted in November 2008. In response to MPS' proposed remedy, which states that the Department of Public Instruction will share the costs of any compensatory education ordered by the Court, DPI submitted a motion for a declaratory ruling that it is not legally responsible for the cost of any Court-ordered remedy. MPS filed a response, and the Court denied the motion.

On June 9, 2009, U.S. Magistrate Judge Aaron E. Goodstein issued his Decision and Order Following Phase III ("Phase III Order"). His decision ordered and outlined the components of a remedial system. The Phase III Order concluded that the appropriate remedy for the four areas of liability found in its September 11, 2007 Decision and Order requires MPS to conduct an individualized evaluation of current and former students to determine whether compensatory education services are appropriate for those potential class members who may or may not have been denied a free and appropriate education. The Court outlined a procedural framework to accomplish its goals which are briefly addressed below.

Independent Monitor: The Court determined that an independent monitor with broad authority to determine class membership, promote parent participation in the process, and determine the nature of compensatory education was necessary to move the litigation to completion. No specific person is appointed, rather the parties are instructed to attempt to agree on a person prior to July 24, 2009 or, in the alternative, submit up to 2 suggestions for the Court to consider. MPS is responsible for any costs associated with the independent monitor.

Hybrid IEP Team: The Court concluded that the eligibility determinations for compensatory education should be made by a "Hybrid IEP team" made up exclusively of MPS employees. When circumstances require it, "rotating members" may be added to make decisions for a particular student. The permanent members must have diverse educational backgrounds and at least one member must be qualified to provide, or supervise specially designed instruction to meet the unique needs of children with disabilities.

Eligibility: Any person who responds to the class notification and meets the class definition may be eligible for compensatory education.

Notice: The parties are instructed to meet and agree on the contents of an individualized notice to be sent to readily identifiable class members and a general notice to be posted on MPS' website and in District buildings. The parties must also agree on a timeline for responding to the notice.

On July 8, 2009, MPS appealed the district court's decisions on class certification, liability and the remedy. It also appealed the district court's approval of the settlement between the Plaintiffs and DPI. On July 30, Plaintiffs filed a motion to dismiss MPS's appeal, arguing the appeal was premature. On August 14, MPS filed its response to Plaintiffs' motion. On August 20, MPS filed a motion to stay the district court's June 9, 2009 order; which order would have required MPS to begin implementing the class remedy. On August 26, and before Plaintiffs filed their response to MPS's motion, the Seventh Circuit granted the motion to stay the district court's June 9 order. The Court also ordered the parties to address Plaintiffs' arguments concerning the alleged prematurity of MPS's appeal in their briefs on the merits. MPS also moved the district court to stay two orders it issued on August 19. The August 19 orders appointed an independent monitor and outlined the procedures for class notification. Based on the Seventh Circuit's stay of the June 9 order, the district court granted a stay of the August 19 orders on August 27. MPS's opening appeal brief was filed on October 26.

The same day the Seventh Circuit granted MPS's motion to stay the district court's June 9 order, Plaintiffs moved the district court for an extension of time in which to file a cross-appeal in order to contest the class certification decisions. Without hearing from MPS, the court granted Plaintiffs' request. MPS immediately filed a motion for reconsideration, arguing that the Plaintiffs' request to file a late cross-appeal was not timely filed. After ordering the parties to brief the issue, the district court granted MPS' motion for reconsideration and denied Plaintiffs' request to file a late cross-appeal on September 8. Despite this, Plaintiffs filed a notice of appeal on September 11, alleging the court had jurisdiction over its appeal based on the district court's August 19 orders. MPS moved to dismiss Plaintiffs' appeal on September 24, 2009. Briefs have been filed, but no oral argument date has been scheduled.

LEGAL OPINION

The legal opinion 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 Bonds. The draft of the legal opinion for the Bonds are included herein as Appendix B. Certain legal matters will be passed upon for the City by its City Attorney.

RATINGS

The City has requested ratings on the Bonds from FITCH Ratings, Moody's Investors Service, Inc. and Standard & Poor's Ratings Group. FITCH Ratings has assigned a rating of "AA+" on the Bonds. Moody's Investors Service, Inc. has assigned a rating of "Aa1" on the Bonds. Standard & Poor's Ratings Group has assigned a rating of "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 there from. 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 Bonds.

TAX MATTERS

A general discussion of certain tax matters relating to the Bonds are set forth below.

General

Interest on the Bonds is not excludable from gross income of the owners thereof for federal income tax purposes. In addition, interest on the Bonds is not exempt from State of Wisconsin income taxes. **PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE PARTICULAR FEDERAL INCOME TAX CONSEQUENCES OF THEIR OWNERSHIP OF THE BONDS.**

Certain United States Federal Income Tax Consequences

The following is a summary of the principal United States federal income tax consequences of ownership of the Bonds. It deals only with the Bonds held as capital assets by initial purchasers, and not with special classes of holders, such as dealers in securities or currencies, banks, tax-exempt organizations, life insurance companies, persons that hold the Bonds that are a hedge or that are hedged against currency risks or that are part of a straddle or conversion transaction, or persons whose functional currency is not the U.S. dollar. The summary is based on the Code, its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as currently in effect and all subject to change at any time, perhaps with retroactive effect.

The Code contains a number of provisions relating to the taxation of the Bonds (including but not limited to the treatment of and accounting for interest, premium, original issue discount and market discount thereon, gain from the disposition thereof and withholding tax on income therefrom) that may affect the taxation of certain owners, depending on their particular tax situations. Prospective purchasers of the Bonds should consult their own tax advisors concerning the consequences, in their particular circumstances, under the Code and the laws of any other taxing jurisdiction, of ownership of the Bonds.

Payments of Interest to United States Holders

Interest on the Bonds will be taxable to a United States Holder (as defined below) as ordinary income at the time it is received or accrued, depending on the holder's method of accounting for tax purposes in accordance with generally applicable principles.

You are a United States Holder for purposes of this discussion if you are a beneficial owner of a Bond for U.S. federal income tax law purposes and you are:

- a citizen or resident of the United States;
- a corporation or partnership that is created or organized in or under the laws of the United States or of any political subdivision thereof;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the duty to control all substantial decisions of the trust or (2) the trust was in existence on August 10, 1996 and properly elected to continue to be treated as a U.S. person.

The term "Non-U.S. Holder" refers to any beneficial owner of a Bond who or which is not a United States Holder.

Original Issue Discount

In general, if the excess of a Bond's redemption price at maturity over its issue price is less than one-quarter of one percent (0.25%) of the Bond's stated redemption price at maturity multiplied by the number of complete years to its maturity, then such excess, if any, constitutes de minimis original issue discount. In such case, the Bond is not considered to be a Bond issued with original issue discount that is required to be included in income calculated using a constant-yield method without regard to the receipt of cash attributable to such income. Such excess will be treated as gain recognized upon retirement of the Bond.

Sale and Retirement of the Bonds

United States Holders of the Bonds will recognize gain or loss on the sale, redemption, retirement or other disposition of such Bonds. The gain or loss is measured by the difference between the amount realized on the disposition of the Bond and the United States Holder's adjusted tax basis in the Bond. Such gain or loss will be capital gain or loss, except to the extent of accrued market discount not previously included in income, and will be long term capital gain or loss if at the time of disposition such Bond has been held for more than one year.

United States Federal Income Tax Considerations for Non-U.S. Holders

Withholding Tax on Payments of Principal and Interest on Bonds. Generally, payments of principal and interest on a Bond will not be subject to U.S. federal withholding tax, provided that in the case of an interest payment:

- you are not a bank to whom the Bonds would constitute an extension of credit made pursuant to a loan agreement entered into in the ordinary course of your trade or business; and
- either (A) the beneficial owner of the Bond certifies to the applicable payor or its agent, under penalties of perjury on an IRS Form W-8BEN (or a suitable substitute form), that such owner is not a United States person and provides such owner's name and address or (B) a securities clearing organization, bank or other financial institution, that holds customers' securities in the ordinary course of its trade or business (a "financial institution") and holds the Bond, certifies under penalties of perjury that such an IRS Form W-8BEN (or suitable substitute form) has been received from the beneficial owner by it or by a financial institution between it and the beneficial owner and furnishes the payor with a copy thereof.

Except to the extent otherwise provided under an applicable tax treaty, you generally will be taxed in the same manner as a United States Holder with respect to interest and original issue discount payments on a Bond if such interest and original issue discount is effectively connected with your conduct of a trade or business in the United States. Effectively connected interest and original interest discount received by a corporate Non-U.S. Holder may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate (or, if applicable, a lower treaty rate), subject to certain adjustments. Such effectively connected interest and original issue discount will not be subject to withholding tax if the holder delivers an IRS Form W-8ECI to the payor.

Gain on Disposition of the Bonds. You generally will not be subject to U.S. federal income tax on gain realized on the sale, exchange or redemption of a Bond unless:

- you are an individual present in the United States for 183 days or more in the year of such sale, exchange or redemption and either (A) you have a "tax home" in the United States and certain other requirements are met, or (B) the gain from the disposition is attributable to your office or other fixed place of business in the United States; or
- the gain is effectively connected with your conduct of a trade or business in the United States.

U.S. Federal Estate Tax. A Bond held by an individual who at the time of death is not a citizen or resident of the United States (as specially defined for U.S. federal estate tax purposes) will not be subject to United States federal estate tax if at the time of the individual's death, payments with respect to such Bond would not have been effectively connected with the conduct by such individual of a trade or business in the United States. The United States federal estate tax recently was repealed effective January 1, 2010. In addition, the legislation repealing the estate tax expires in 2011, and thus the estate tax will be reinstated at that time unless future legislation extends the repeal.

Backup Withholding and Information Reporting

United States Holders. Information reporting will apply to payments of interest made by the City, or the proceeds of the sale or other disposition of the Bond with respect to certain non-corporate U.S. holders, and backup withholding may apply unless the recipient of such payment supplies a taxpayer identification number, certified under penalties of perjury, as well as certain other information or otherwise establishes an exemption from backup withholding. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against that holder's U.S. federal income tax liability provided the required information is furnished to the IRS.

Non-U.S. Holders. Backup withholding and information reporting on Form 1099 will not apply to payments of principal and interest on the Bonds by the City or its agent to a Non-U.S. Holder provided the Non-U.S. Holder provides the certification described above under "United States Federal Income Tax Considerations for Non-U.S. Holders-Withholding Tax on Payments of Principal and Interest on Bonds" or otherwise establishes an exemption (provided that neither the City nor its agent has actual knowledge that the holder is a United States person or that the conditions of any other exemptions are not in fact satisfied). Interest payments made to a Non-U.S. Holder may, however, be reported to the IRS and to such Non-U.S. Holder on Form 1042-S.

Information reporting and backup withholding generally will not apply to a payment of the proceeds of a sale of Bonds effected outside the United States by a foreign office of a foreign broker. However, information reporting requirements (but not backup withholding) will apply to a payment of the proceeds of a sale of Bonds effected outside the United States by a foreign office of a broker if the broker (i) is a United States person, (ii) derives 50 percent or more of its gross income for certain periods from the conduct of a trade or business in the United States, (iii) is a "controlled foreign corporation" as to the United States, or (iv) is a foreign partnership that, at any time during its taxable year is 50 percent or more (by income or capital interest) owned by United States persons or is engaged in the conduct of a U.S. trade or business, unless in any such case the broker has documentary evidence in its records that the holder is a Non-U.S. holder (and has no actual knowledge to the contrary) and certain conditions are met, or the holder otherwise establishes an exemption. Payment by a United States office of a broker of the proceeds of a sale of Bonds will be subject to both backup withholding and information reporting unless the holder certifies its non-United States status under penalties of perjury or otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against that holder's U.S. federal income tax liability provided the required information is furnished to the IRS.

Change of Law

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 Bonds were 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 Bonds are outstanding in a manner that would adversely affect the value or the tax treatment of ownership of the Bonds.

Circular 230 Disclaimer

The description of certain tax matters under the heading "**TAX MATTERS**," above is not intended to be used, and cannot be used by any purchaser of the Bonds, for the purpose of avoiding penalties that may be imposed on such purchaser. This advice is written to support the promotion or marketing of the Bonds.

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 Bonds 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 Bonds 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 Bonds (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 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds 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 Bonds. The Financial Advisor has requested and the City has consented to the Financial Advisor submitting bids for the Bonds.

UNDERWRITING

The Bonds will be purchased at competitive bidding conducted on May 26, 2010.

The award of the Bonds was made to _____, and its co-manager, and associates.

The public reoffering price or yield of the Bonds will be detailed on the front cover of the Final Official Statement.

CLOSING DOCUMENTS AND CERTIFICATES

Simultaneously with the delivery of and payment for the Bonds 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 Bonds under Wisconsin law and as to the status of the Bonds as "qualified school construction bonds" with the meaning of Section 54A of the Code 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 Bonds within seven business days after the award of the Bonds in accordance with SEC Rule 15c2-12(b)(3);
- (6) a Continuing Disclosure Certificate;

- (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/

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

_____, 2010

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{PLACEHOLDER}

APPENDIX A

**Audited Annual Financial Report of
the City of Milwaukee, Wisconsin
for the Year Ended December 31, 2008**

Selected Sections

The complete Comprehensive Annual Financial Report
can be downloaded at the City Comptroller's web page at:

www.milwaukee.gov

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APPENDIX B

Draft Form of Legal Opinion

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APPENDIX C

Master Continuing Disclosure Certificate

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APPENDIX D

Book-Entry-Only System

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning The Depository Trust Company ("DTC") and DTC's book-entry-only system has been obtained from DTC, and the City and the Underwriter take no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U. S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Offered Obligations with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners

may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

NEITHER THE CITY, THE PAYING AGENT NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT; (2) THE PAYMENT BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; (3) ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO HOLDERS OF THE BONDS; (4) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS THE HOLDER OF THE BONDS; OR (5) THE SELECTION BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNER TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF BONDS.

The remainder of this page has been intentionally left blank.)

APPENDIX E

Official Notice of Sale and Bid Form



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

April 12, 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 enclosed resolutions that relate to City borrowing for ARRA Projects – Qualified School Construction Bonds.

These resolutions are typically referred to the Finance and Personnel Committee. If we may be of any additional assistance, please contact Richard Li (x-2319) of my staff.

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:RL
REF: PD-7575W.DOC

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: April 7, 2010

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

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

B) SUBMITTED BY (name/title/dept./ext.): Richard Li, Public Debt Specialist, Comptroller, x2319

- 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) Debt Service

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

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:

This resolution has no Fiscal effect. The issuance of debt is approved by a separate resolution.

PD-7675bfW.doc

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



Legislation Details (With Text)

File #: 091682 **Version:** 0
Type: Communication **Status:** In Committee
File created: 4/13/2010 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Communication from the Police Department transmitting 2010 quarterly reports relative to the status of overtime expenditures.
Sponsors: THE CHAIR
Indexes: OVERTIME, OVERTIME PAY, POLICE DEPARTMENT
Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/13/2010	0	COMMON COUNCIL	ASSIGNED TO		
4/23/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
4/28/2010	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091682

Version

ORIGINAL

Reference

021045, 050532

Sponsor

THE CHAIR

Title

Communication from the Police Department transmitting 2010 quarterly reports relative to the status of overtime expenditures.

Requestor

Drafter

CC-CC

tjm

4/15/10



Police Department

Edward A. Flynn
Chief of Police

May 11, 2010

Alderman Michael Murphy, Chair
Finance & Personnel Committee
200 East Wells Street – Room 205
Milwaukee, WI 53202

Dear Alderman Murphy:

RE: 2010 First Quarter Overtime Status Report

This communication reports Milwaukee Police Department (MPD) overtime expenditures in accordance with Common Council File 021045. The report contains first quarter 2010 overtime data (through PP #7) related to funds expended, along with comparison data from prior years.

Issue Summary

1. Through April 3, 2010, MPD is approximately \$900,000 under the total department allocation.
2. In total, the department has used \$2.4 million in overtime during the first quarter (through PP #7) and has a remaining balance of \$7.86M, which translates to spending 23% of the department's total budget in the first quarter of 2010.
3. The department is currently 9% under its estimated allocation for the year-to-date.

Comparison

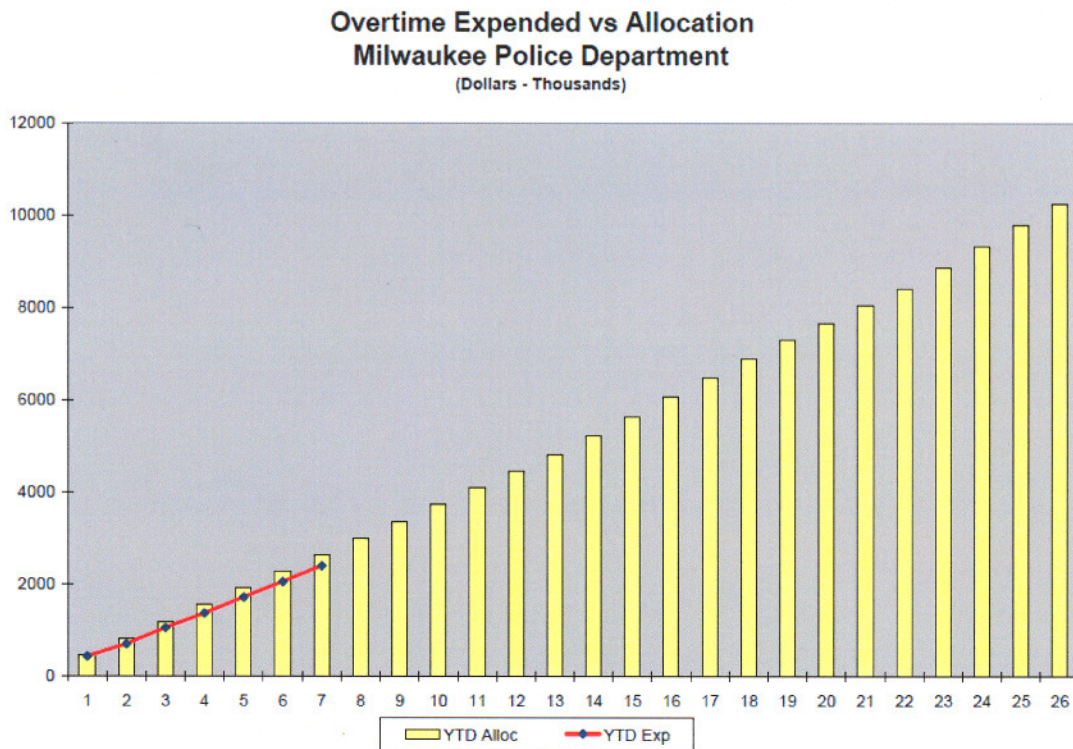
Year	Budget	Pro-Rated Thru PP7	Expended Thru PP #7	Over/Under
2008	\$13.3	\$3.6	N/A*	N/A*
2009	\$14.3	\$3.8	\$2.7	- \$1.1 M
2010	\$12.1	\$3.3	\$2.4	-\$900,000

* In 2008, expenditures were reported differently. Extension of Duty was the main emphasis; thus a comparison would not be valid.

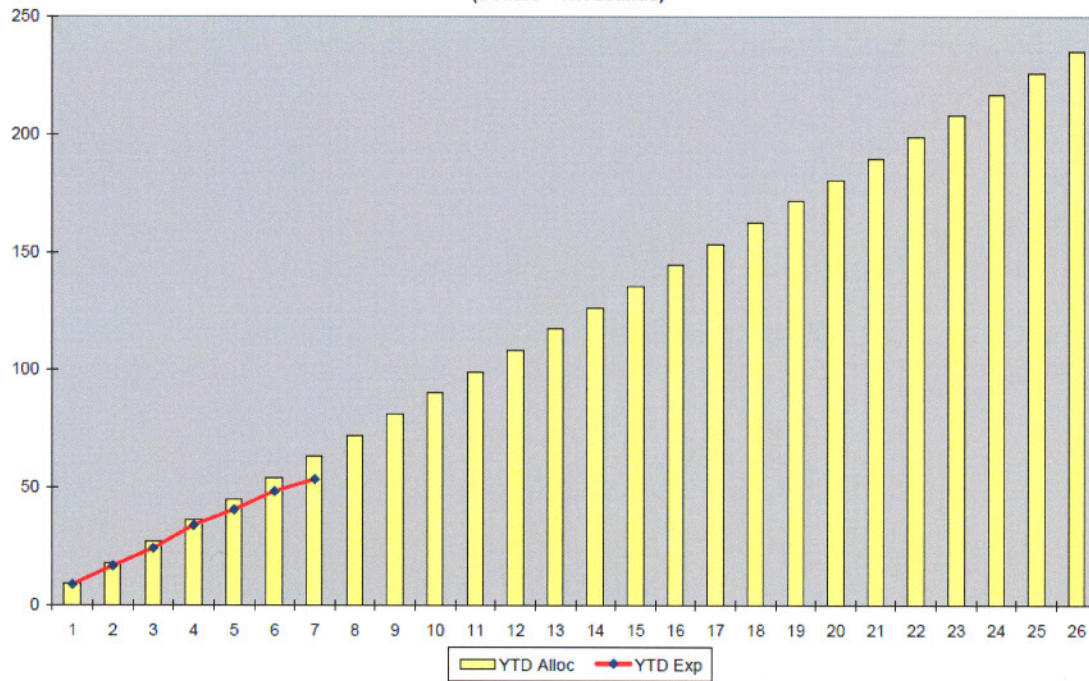
Overtime Spending by Bureau

Each pay period, the executive command staff receives a detailed overtime report that features an easy to follow graph showing spending versus allocation. These graphs will change significantly over the busy summer season, but allow commanders to visually chart their overtime progress.

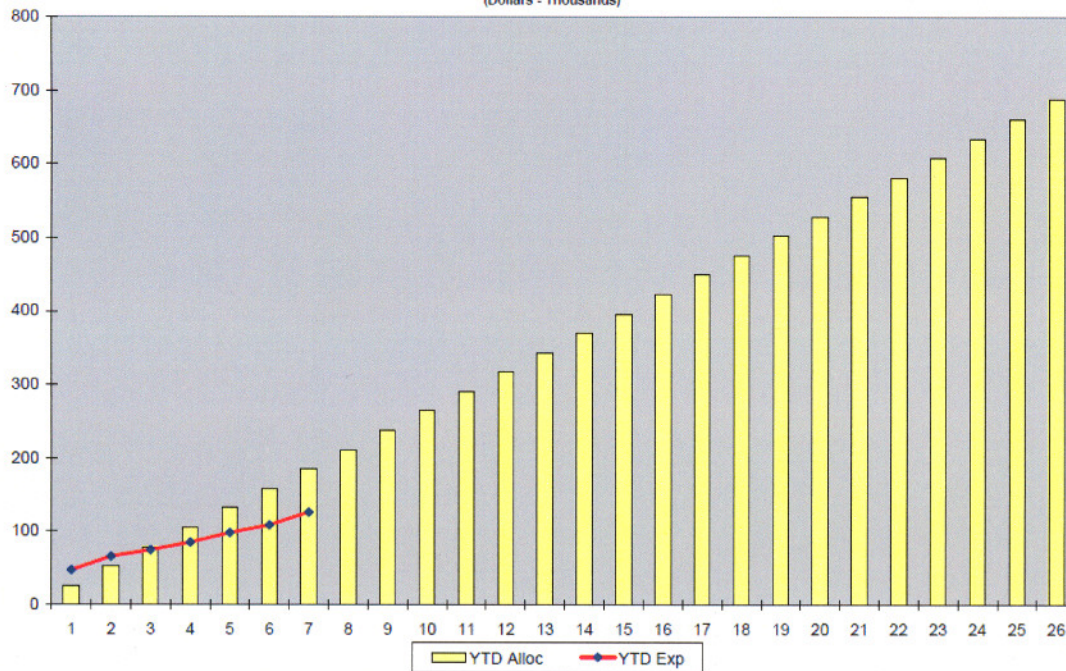
Below are the charts provided as of Pay Period #7.



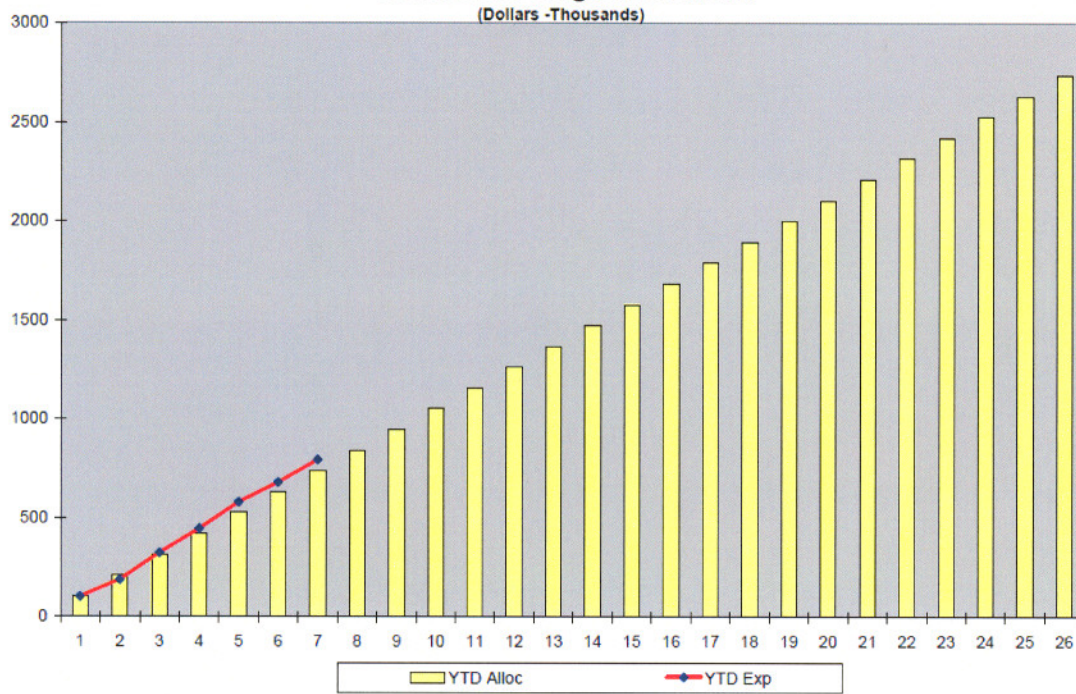
Overtime Expended vs Allocation Professional Standards Bureau (Dollars - Thousands)



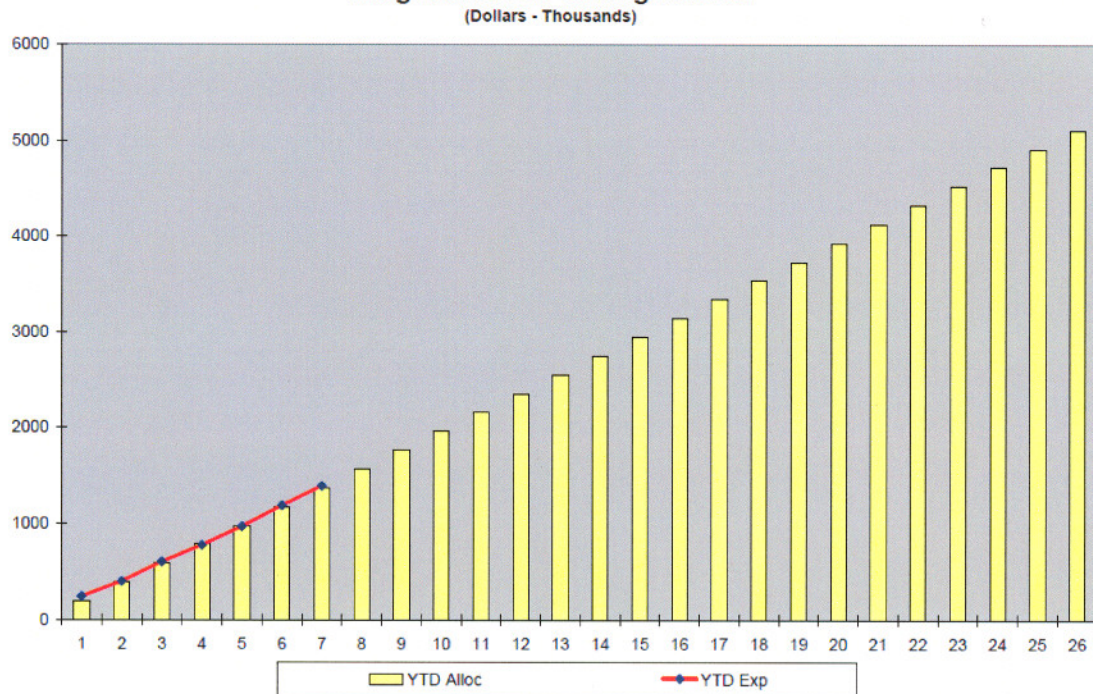
Overtime Expended vs Allocation Administration Bureau (Dollars - Thousands)



Overtime Expended vs Allocation Criminal Investigation Bureau



Overtime Expended vs Allocation Neighborhood Policing Bureau



Conclusions

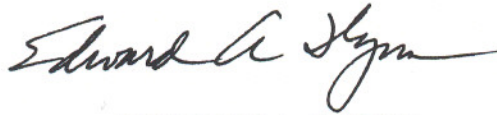
MPD continues to track overtime carefully. Each commander is held accountable for his or her overtime on a weekly basis at Comp Stat and per pay-period as well.

The department is continuing to pursue avenues that will help control overtime spending, including a program being implemented with the support of the District Attorney and court system which is helping to control costs when it comes to homicide and sexual assault trials.

It is important to note that with the anticipated vacancies by the end of 2010, and an overtime budget that is 15% below that of 2009, MPD fully expects to expend its entire overtime budget in 2010.

If you have further questions regarding overtime expenditure data, please feel free to contact my Chief of Staff Judy Pal at 935-7770.

Sincerely,

A handwritten signature in black ink, reading "Edward A. Flynn". The signature is fluid and cursive, with a long horizontal stroke at the end.

EDWARD A. FLYNN
CHIEF OF POLICE

c: Finance & Personnel Committee
Fire and Police Commission
Mayor's Office

NOTICES SENT TO FOR FILE NUMBER: 091682
Finance & Personnel Committee

[illegible]



Legislation Details (With Text)

File #: 091539 **Version:** 0
Type: Resolution **Status:** In Committee
File created: 3/24/2010 **In control:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Resolution establishing a City of Milwaukee web site linking policy.

Sponsors: ALD. HAMILTON

Indexes: INFORMATION MANAGEMENT COMMITTEE, INFORMATION TECHNOLOGY

Attachments: Policy, Fiscal note, 4-13-09 City Attorney opinion relating to Community Use of city website, Link policies used by other cities, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/24/2010	0	COMMON COUNCIL	ASSIGNED TO		
4/1/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
4/1/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
4/1/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
4/8/2010	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
4/23/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
4/28/2010	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
5/7/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091539

Version

ORIGINAL

Reference

Sponsor

ALD. HAMILTON

Title

Resolution establishing a City of Milwaukee web site linking policy.

Analysis

This resolution establishes a City web site linking policy. Through this policy the City will choose the external web sites to which it will link based on whether the linked sites provide useful and appropriate information about the City and its government to residents, businesses and visitors.

Body

Whereas, The City Information Management Committee is responsible for policy and management of the City's information resources; and

Whereas, Through the City of Milwaukee web site, www.milwaukee.gov, the City provides links to various external web sites as a public service for the benefit of citizens and other visitors; and

Whereas, The City has chosen and will choose the external web sites to which it will link based on whether the linked sites provide useful and appropriate information about the City and its government to residents, businesses and visitors; and

Whereas, The City Information Management Committee has prepared a City web site linking policy, which was approved by the committee on March 4, 2010; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that a City web site linking policy, a copy of which is attached to this file, is adopted as City policy; and, be it

Further Resolved, Through this policy the City will retain the right to determine whether a link to an external site will be placed on www.milwaukee.gov, and where and how that link will appear.

Requestor

Drafter

LRB10098-1

AEH

3/9/2010

Web Site Linking Policy

December 4th, 2009

Throughout its website, www.city.milwaukee.gov, the City of Milwaukee provides links to various external web sites. We do this as a public service for the benefit of citizens and other site visitors by helping them find easily the information they seek, whether it exists on the City's website or elsewhere.

However, the City's web site does not and cannot include links for everything. The City of Milwaukee will choose the external web sites to which it will link based on whether the linked sites provide useful and appropriate information about the City and its government to residents, businesses, and visitors.

In general, links on the City's web site must satisfy a specific governmental purpose, such as promoting and protecting the public health, safety and welfare. The City of Milwaukee web site and the links that it contains are not intended to serve as a forum for public discussion or sharing of opinions.

The City will retain the right to determine whether a link to an external site will be placed on www.city.milwaukee.gov, and where and how that link will appear. Links are provided solely for the benefit of the City and users of www.city.milwaukee.gov.

The City of Milwaukee will determine the suitability of providing links on its web site. The types of links the City of Milwaukee may allow on its web site include, but are not necessarily limited to, the following:

- Official government institutions
- Accredited educational institutions
- Arts, cultural, and similar organizations of general interest to City of Milwaukee citizens
- The Greater Milwaukee Visitor and Convention Bureau and other organizations that provide information of value for visitors to Milwaukee
- Sites that promote significant economic development in the City of Milwaukee
- Major festivals and professional sports teams in Milwaukee and the venues where their events are located
- Internet mapping services
- Free software downloads needed to access information on the City of Milwaukee web site
- Sites that further the City's governmental purposes

The types of links the City of Milwaukee shall not allow on its web site include, but are not necessarily limited to, the following:

- Sites promoting illegal activities
- Sexually explicit web sites
- For-profit commercial sites, except as permitted above
- Sites containing information that violates any of the City's affirmative action or equal opportunity policies
- Candidate sites and sites supporting or opposing candidates for local, state or federal office
- Sites advocating for a position on a local, state or federal issues
- Individual or personal home pages

The provision of a link to any site is not an endorsement of the organization or of site content. The City of Milwaukee is not responsible for the content of any linked site or any link contained in a linked site. The City reserves the right, at any time and without notice, to:

- a) Deny a link that does not meet the criteria set forth in this policy;
- b) Deny or discontinue an external link at any time if the website provides or promotes false, slanderous, illegal, infringing or incorrect information;
- c) Remove any external link if the nature of the organization changes in such a way that it no longer complies with the City's external link policy;
- d) Revise this policy without prior notice.

Sites that are linked from the City of Milwaukee website may be reviewed periodically to confirm that the link still conforms to City policy.

The City's Chief Information Officer (CIO) will make the final determination regarding links on the City's web site, working in consultation with City staff. An appeal to that determination may be filed in writing with the Office of the City Clerk within 30 days of the determination. Appeals will be decided by the Administrative Review Appeals Board within 60 days of receipt of the written appeal.

Requests for clarification of this policy and suggestions for changes to this policy should be submitted to the City's CIO.

CITY OF MILWAUKEE FISCAL NOTE

A) DATE April 7, 2010

FILE NUMBER: 091539

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution establishing a City of Milwaukee web site linking policy

B) SUBMITTED BY (Name/title/dept./ext.): Gary Langhoff, Policy & Administration Mgr., Dept. of Administration – ITMD, ext. 8031

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:					
TOTALS					

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 ☐

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
LINDA ULISS BURKE
VINCENT D. MOSCHELLA
Deputy City Attorneys



THOMAS O. GARTNER
BRUCE D. SCHRIMPF
SUSAN D. BICKERT
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOUREN
JOHN J. HEINEN
DAVID J. STANOSZ
SUSAN E. LAPPEN
JAN A. SMOKOWICZ
PATRICIA A. FRICKER
HEIDI WICK SPOERL
KURT A. BEHLING
GREGG C. HAGOPIAN
ELLEN H. TANGEN
MELANIE R. SWANK
JAY A. UNORA
DONALD L. SCHRIEFER
EDWARD M. EHRlich
LEONARD A. TOKUS
MIRIAM R. HORWITZ
MARYNELL REGAN
G. O'SULLIVAN-CROWLEY
KATHRYN Z. BLOCK
MEGAN T. CRUMP
ELOISA DE LEÓN
ADAM B. STEPHENS
KEVIN P. SULLIVAN
BETH CONRADSON CLEARY
THOMAS D. MILLER
HEIDI E. GALVÁN
JARELY M. RUIZ
ROBIN A. PEDERSON
DANIELLE M. BERGNER
Assistant City Attorneys

April 13, 2009

Alderman Ashanti Hamilton, Chair
City Information Management Committee
City Hall, Room 205

Re: Community Use of www.milwaukee.gov

Dear Alderman Hamilton:

The City Information Management Committee (CIMC) has asked for our legal opinion concerning community use of the City's website. The issue arose at a meeting of the CIMC at which staff from the Department of Administration, ITMD, indicated that there was community interest in using the City's website and the City's "e-notify" application to send notices, agendas, meeting minutes and other information from various community groups and bid organizations.

Various questions relating to this issue arose at the CIMC meeting. For example, would such use create a "record" as defined by the public records law, subjecting it to state record retention requirements as well as disclosure under the public records law? Wis. Stat. §§ 19.21-39. Would the City be able to regulate which individuals and community groups would be allowed to use the City's website, and if it could, who would make those decisions? Would the City be able to regulate the content of these website entries? Finally, who would administer the public's use of the City's website, and who would be responsible for the cost, if any? These questions raise a number of legal and policy concerns.

WISCONSIN'S PUBLIC RECORDS LAW

The Wisconsin Public Records Law interprets the definition of a "record" very broadly, to include "... any material on which written, ... or electromagnetic information is recorded or preserved, regardless of the physical form or characteristics, which has been created or is being kept by an authority." Wis. Stat. § 19.32(2). Thus, electronically stored information is a "record" within the meaning of the public records law, as long as the recorded information is created

or kept in connection with the City's official business. *State ex rel. Youmans v. Owens*, 28 Wis. 2d 672, 679, 137 N.W.2d 470 (1965). It is the substance of the information stored electronically, not the format that controls whether it is a record or not. Wis. Dep't of Justice, *The Wisconsin Public Records Law: Compliance Outline*: 49 (2008). Section 19.21 of the Wisconsin Statutes establishes record retention requirements for local government units, and applies equally to electronic records. *Id.* at p. 56.

The Attorney General has advised that publication of materials on an agency's website does not qualify for the public record exceptions for published materials found in section 19.32(2) (published materials in the possession of an authority other than a public library which are available for sale, or which are available for inspection at a public library are not "records" under the public records law) and section 19.35(1)(g) (public records law does not apply to records that have been or will be promptly published with copies offered for sale or distribution). *See*, Letter from James E. Doyle, Wis. Atty. Gen., to John Muench (July 24, 1998).

Accordingly, records created and maintained on the City's website are probably subject to state record retention requirements and disclosure under the public records law. The City should take steps to ensure that information that is removed from the City's website is maintained in some format that would allow reproduction of the information in the event of a public records request. Additionally, the CIMC should establish a record retention schedule for its website records. If the CIMC decides to allow community use of the City's website, the above-referenced mandates would apply to links or information added to the City's website and use of the City's e-notify application by the community groups.

FIRST AMENDMENT ISSUES

The First Amendment of the United States Constitution states:

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

The United States Supreme Court has ruled that First Amendment protections apply to internet speech. *Reno v. ACLU*, 521 U.S. 844, 870, 117 S.Ct. 2329, 138 L.Ed.2d 874 (1997). Opening the City's website for public use could cause it to

become subject to the “public forum doctrine” and associated First Amendment protections. *Rosenberger v. Rector and Visitors of University of Virginia*, 515 U.S. 819, 829, 115 S.Ct. 2510, 132 L.Ed. 2d 700 (1995).

The public forum doctrine is the analysis used by the United States Supreme Court to determine the extent of First Amendment protections extended to private citizens on public property.

Once a forum is opened up to assembly or speaking by some groups, the government may not prohibit others from assembling or speaking on the basis of what they intend to say. Selective exclusions from a public forum may not be based on content alone, and may not be justified by reference to content alone.

Police Dept. of Chicago v. Mosley, 408 U.S. 92, 96, 92 S.Ct. 2286, 33 L.Ed. 2d 212 (1972).

As we stated in our opinion dated April 15, 2003:

The United States Supreme Court has identified three types of fora: the traditional public forum, the public forum created by government designation, and the non-public forum. *Perry Education Ass’n. v. Perry Local Educators’ Ass’n.*, 460 U.S. 37, 46, 103 S.Ct. 948, 955, 74 L.Ed. 2d 794 (1983).

Traditional public fora are those places which “by long tradition or by government fiat have been devoted to assembly and debate.” *Id.*, 460 U.S. at 45, 103 S.Ct. at 954. Public streets, parks, and sidewalks are included in this category. In a traditional public forum, the government may enforce reasonable time, place and manner restrictions, and any content-based prohibition on speech must be narrowly drawn to serve a compelling state interest. *Id.*

In addition to the traditional public forum, a public forum may be created by government designation of a place or channel of communication for use by the public for assembly and speech, for use by certain speakers, or for the discussion of certain subjects. *Perry, supra*, 460 U.S. at 45 and 46, n. 7, 103 S.Ct. at 955, n. 7. We have previously determined the City Hall rotunda to be a designated

public forum. In contrast, we deemed the outer reception area to the Mayor's Office a non-public forum. In a significant First Amendment decision in the case of *Cornelius v. NAACP Legal Defense & Educational Fund, Inc.*, 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed. 2d 567 (1985), the U.S. Supreme Court stated:

"The government does not create a public forum by inaction or by permitting limited discourse, but only by intentionally opening a nontraditional forum for public discourse. . . . Accordingly, the Court had looked to the policy and practice of the government to ascertain whether it intended to designate a place not traditionally open to assembly and debate as a public forum. . . . The Court has also examined the nature of the property and its compatibility with expressive activity to discern the government's intent.

Id., 473 U.S. at 802, 105 S.Ct. at 3449. The government is not required to indefinitely maintain the open character of a designated public forum, but as long as it does so it is bound by the same standards as apply in a traditional public forum. Reasonable time, place, and manner regulations are permissible, and a content-based prohibition must be narrowly drawn to effectuate a compelling state interest. *Perry, supra*, 460 U.S. at 46, 103 S.Ct. at 955.

Finally, public property that is not by tradition or designation a forum for public communication is governed by different standards. The non-public forum exists when publicly owned facilities have been dedicated to use for either communicative or non-communicative purposes but have never been designated for indiscriminate expressive activity by the general public. In a non-public forum, the government can control access to the forum based on subject matter and speaker identity, "as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's views." *Perry, supra*, 460 U.S. at 46, 103 S.Ct. at 955. Thus, any regulation of protected speech in a non-public forum must be reasonable and viewpoint-neutral.

2003 O.C.A. 271. A government website, like other "places" owned and regulated by local government, can become a "public forum" if the forum is opened for

public use, and is not regulated and controlled pursuant to an appropriate policy of the local government agency. *See, Putnam Pit, Inc. v. City of Cookeville, Tenn.*, 221 F.3d 834 (6th Cir. 2000). If the City's website is opened for public use, it will not be able to exercise complete control over who participates and the content of the participation, for the reasons outlined above. In the alternative, if the City prohibits use of the website by private individuals or groups, it can protect its website from being declared a "public forum" and thus losing control of the information and content of messages included on its website. *See, Allen R. Kesner, Websites, E-mail and Other Technology Issues for Local Government: A Hodge-podge of Legal Issues Resulting from the Use of New High-Tech Tools Created to Help Us All Do Our Jobs More Efficiently*, (6/26/08) (paper presented at the League of Wisconsin Municipalities, Municipal Attorney's Institute.)

In *Putnam Pit*, Geoffrey Davidian, editor of a community newspaper described as "a self-appointed eye on government corruption for the City of Cookeville," wanted to place a hyperlink to his newspaper on the city's website. *Putnam Pit*, 221 F.3d at 838. Davidian argued that the city's website was a designated public forum because the city permitted nongovernmental links on its website. He also argued that the city's denial of his request to place a web link on the city's website was impermissible viewpoint discrimination. The city's website included several links to for-profit and non-profit entities, including a local technical college, two internet service providers, a law firm, a local computer club, a truck product distributor and a site with information on the City of Cookeville. *Id.* at 841-842.

After the City denied Davidian's request to list Putnam Pit's link on the City's website the City changed its policy to limit access to its website to non-profit organizations that promoted economic welfare, tourism and industry. *Id.* The court ruled that the city's policy to limit the pool of persons who might be linked to the city's web page created a non-public forum under the First Amendment. The court also ruled, however, that as a non-public forum, the city's website policies must be reasonable, and must be viewpoint neutral. *Id.*, 844. The court further ruled that the City's policy was reasonable, but its denial of Davidian's request suggested impermissible viewpoint discrimination, *Id.*, 845-846, because prior to Davidian's request, no link request had been denied. The court of appeals remanded the action for trial because Davidian raised a genuine issue of material fact regarding whether the refusal to allow Putnam Pit's link was based on viewpoint discrimination. *Id.*, 846.

In a non-public forum the government may impose reasonable restrictions on speech, as long as the restrictions do not discriminate based upon viewpoint. *Perry Educ. Assn. v. Perry Local Educators Assn.*, 460 U.S. 37, 45 (1983).

If the CIMC decides to limit use of the City's website for City use and input only, it will not have to be concerned with these issues. If the CIMC agrees to open the City's website to public use for hyperlinks and other information, or for the e-notify application, it must carefully consider whether it intends to limit the purposes or reasons for access to the City's website prior to opening the forum. If the CIMC decides to allow certain links and information to be added to the City's web page, we cannot guarantee that the City would be able to choose which links and information it would accept for inclusion on the City's website.

There are certain steps that the CIMC can take that may help create some reasonable limitations without violating the law. Other cities have included policy statements on their websites that specifically state the purpose and reasons for the city's website and include limitations on the type of information to be included on the website, such as the following:

The purpose of the City's website is to provide citizens, businesses and visitors with a wide range of information about the City of Milwaukee. As part of this public purpose, this website includes links to outside websites compatible with this goal.

If the CIMC decides to allow links to non-City websites and information, it may wish to include a disclaimer regarding the website links such as:

The City has no control over the format, content or accuracy of any of the information found on any website not a part of the City's website (specifically, any site not part of the domains of the City of Milwaukee). The City is not responsible for, does not endorse, and cannot assure the accuracy of information on outside websites.

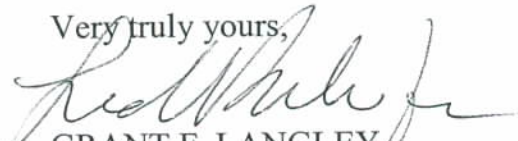
Kesner, *supra*, pg. 7. (See also, attached City of Wauwatosa policy.) If the CIMC decides to allow links to non-City websites and e-notify use, we recommend that you develop a clear policy that describes the types of links that will be allowed on the City's website, such as governmental and educational institutions, organizations funded or created by the City, non-profit neighborhood associations, etc. The policy should be clear that only those individuals or entities

whose website links or information is compatible with the intended purpose of the City's website will be allowed.


The CIMC should also develop a policy with a well-defined decision-making process for approving and denying link requests, identify who would make those decisions, and for assessing costs to administer, if any. The policy should be implemented with a "clear and objective standard that limits the exercise of discretion by the person or entity empowered to approve or reject requests." *See, Daniel M. Olson, Assistant Legal Counsel, Internet Speech and Local Government Computers and Web Sites, The Municipality, 323 (September 2007).* We also recommend that the CIMC develop a process for appealing a denial of an application to place a link on the City's website.

If you have any additional questions, please do not hesitate to contact us.

Very truly yours,



GRANT F. LANGLEY
City Attorney



MELANIE R. SWANK
Assistant City Attorney

c: Ronald Leonhardt, City Clerk
Nancy Olson, Chief Information Officer, ITMD

MRS:wt: 144364:1033-2007-2850

Denver

Link Policy

The DenverGov site contains links to other Internet sites and resources. Whenever a user selects a link to a site not controlled by Denver, a warning screen will appear advising the user that he or she is leaving the DenverGov site, that Denver does not endorse any product or entity for which a link may be provided, and that Denver is not responsible for the content or availability of these outside resources. The City and County of Denver links to government, community, and other commercial World Wide Web sites in support of our:

- Vision to use the Internet to connect people with information, services, and other people in a manner which constructively furthers the City's governmental purposes
- Key business goal to use the Internet and other emerging technologies to improve City services

City agencies may request links based on:

- (1) their support of City functions and business;
- (2) convenience to the public in their interaction with the City;
- (3) significant economic development impacts within the City; and
- (4) their supportive and natural affinity or logical nexus with the function or purpose of the agency.

The DenverGov links editor reviews all agency link requests for adherence to these criteria, together with the following considerations:

- (1) availability of system resources and personnel to monitor and maintain the DenverGov Web site;
- (2) the relationship and importance of the link requested to the ordinary and necessary functioning of the City; and
- (3) the significance and timeliness of materials contained on the linked site.

Madison, WI

Linking to the City of Madison website

Unless advised otherwise by the City of Madison, you are granted permission to create hyperlinks to the content on this website. The City of Madison reserves the right to revoke this permission, or access to specific links at any time, and may discontinue links due to content management practices or changes.

Each page within this website must be displayed in full, without any accompanying frame, border, margin, design, branding, trademark, advertising or promotional materials not originally displayed on the page within this site.

Links to Other Sites

This website contains hyperlinks to websites created and maintained by businesses and organizations other than the City of Madison. These links are provided for your convenience and reference only. The City of Madison does not control, nor are we responsible for the content on these sites.

Seattle

Links Policy

Many cities do not include links to other web sites, or limit them to a small group in a separate links section. Seattle.gov is a portal for information about Seattle. We link to a large number of sites from outside City government, and organize the links functionally with government information. Why? Citizens don't always know or care who provides a service or where to get particular information. Many City services are provided through contracts with non-profit organizations, and the City works closely with neighborhood and community groups on a variety of issues.

While the original focus of the City's web site was to provide information to local citizens and businesses, it was also clear that many of the site's users were potential visitors and people exploring business opportunities in Seattle. Among the earliest users of the internet were City partners such as the [Trade Development Alliance](#), that have an international constituency. We frequently received tourism and trade related questions. Since these economic development functions are important to the City, we concluded that the site should also be a broadly based portal of information, but rather than duplicate information provided by others, we would integrate that information into the site.

The Citywide Web Manager makes decisions on what links to include on our web site, using the following guidelines:

- Other governments and educational institutions in the state of Washington, including individual school web sites.
- Non-profit or public organizations that have some relationship to the City, usually contractual. (Seattle provides many of its services, particularly in the Human Services area, through non-profit organizations).
- Generally recognized community councils and organizations. If there is a question about the organization, the Department of Neighborhoods is consulted.
- Arts, cultural, sports, major festivals and similar organizations of general interest to Seattle citizens. With the exception of sports teams, such links are generally to non-profit organizations. Where individual organizations do not have web pages, we may link to a site that has general information about, for example, Northwest Opera, or bicycling events.
- General employment information in the Seattle area.
- Tourist information, principally from the [Seattle King County Convention and Visitors Bureau](#); web sites of major tourist attractions, such as [harbor tours](#) and the [Pike Place Market](#).

Seattle.gov does not generally link to:

- Candidate sites or sites advocating a position on City or other ballot issues. We have discussed this possibility with the City's Office of Ethics and Elections, and may make such links in the future, probably through the Voters Guide.
- Corporate commercial sites. However, non-profit organizations with sites on the City's server may include links to member or sponsor organizations. *Seattle.gov* will include links to business sites if they are presented as part of a neighborhood economic development section for a target area for City programs.
- Individual personal home pages.

- National sites, although departments may include links to public interest associations and similar organizations.

San Francisco

External Linking Policy

Purpose and Disclaimer

The City permits the establishment of external hyperlinks on its official website only if the links strictly comply with this policy. In establishing and maintaining its official website, the City does not intend to create any forum or other means for public discourse. Rather, the sole and limited purpose of the permitted external links is to provide information about the City and its government for residents, businesses and visitors. The City does not endorse or provide preferential treatment to any third party websites or associated organizations or persons. Additionally, the City does not control third party sites and therefore does not warrant that third party sites are accurate or, reliable, or that they have operational links.

Linking Criteria

Consistent with the foregoing purpose, it is the City's policy to limit external links to the following: a) Other governmental agencies; b) Entities with which the City has an existing formal, contractual relationship; c) Entities or events that receive funding from the City or are otherwise sponsored by the City; d) Entities that contribute to City initiatives and that the City wishes to acknowledge; e) Applications that use datasets from DataSF.org; f) the City's Chamber of Commerce and the Convention and Visitors Bureau; and g) Webpages that provide free access to traffic and weather information for San Francisco. In addition, the City reserves the right, at any time and without notice, to: a) Deny a link that does not meet the criteria set forth in this policy; b) Deny or discontinue an external link at any time if the website provides or promotes false, slanderous, illegal, infringing or incorrect information; c) Deny or discontinue an external link at any time if a substantial purpose of the linked website is to support or oppose a candidate or ballot measure; d) Remove any external link if the nature of the organization to which the link relates no longer complies with the City's external link policy; e) Revise this policy without prior notice when the City considers such revision to be in its best interests.

Minneapolis

Link Disclaimer

The links provided by this Web Site are intended to provide a wide range of information to the public. The City of Minneapolis is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and the risk of injury from the foregoing rests entirely with the user. The provision of links from the City of Minneapolis on the World Wide Web to other sites does not constitute an endorsement of those links by the City of Minneapolis.

In general, the City of Minneapolis Web site currently links only to related government organizations and nonprofits -- specifically those that provide services and information that support the functions and services that the City provides.

Dallas

External Linking Policy

This policy applies to all non-library Web sites maintained by the City of Dallas. City of Dallas Web sites contain links to other World Wide Web Internet sites and resources. The City is not responsible for, and accepts no liability for, the availability of these outside resources. Linked Web sites are not under the control of, nor maintained by, the City of Dallas and the City of Dallas is not responsible for the content of these Web sites, which can and do change frequently; nor for any internal links the displayed Web sites may contain. In addition, inclusion of the linked Web sites does not constitute an endorsement or promotion by the City of Dallas of any persons or organizations sponsoring the displayed Web sites.

The City of Dallas will link to sites of its choosing which contain data regarding the City and the surrounding North Texas area, its residents, businesses, and visitors, if linking to the site furthers a specific purpose of the City of Dallas that is articulated in an official written expression of City of Dallas policies or purposes. These links are provided to further City of Dallas purposes and not as a benefit to the linking party. No party shall have a right to link to any City of Dallas site by virtue of this policy. "Specifically articulated purposes of the City" are those purposes that are set out in official policy documents of the City. Specifically articulated purposes of the City that could be furthered by providing a link to a City Web site include (but are not limited to):

- The promotion of the use of City facilities and services by links to entities that have contracted to utilize City facilities
- Making known the availability of services to visitors and citizens by linking to entities that have contracted with the City to provide such services
- Making available information about the organizations in which the City maintains a membership
- The promotion of the internationalization of Dallas by ensuring that the City competes effectively in the global economy, enhances its international profile, draws fully on its diverse multi-ethnic heritage and takes full advantage of international opportunities
- Creation of an economically vibrant city by drawing upon the City's competitive assets through the City's relationship with organizations such as Chambers of Commerce, city-to-city committees, sister cities, international and domestic trade service organizations and other organizations to promote trade, investment and cultural activities
- Facilitating access to education and health care by providing information about major educational and medical facilities within or nearby the City

The following questions are among the factors that should be considered in determining if a particular link would serve a specific articulated purpose of the City:

1. Does the mission of the organization closely align with the accomplishment of a City objective, such that adding the link is helpful in meeting the City's goals?

2. Is the organization a business partner, contractual partner, or ongoing user of a City facility, such that the City benefits from promotion of the organization?
3. Is there such an abundance of potential links of this nature that a comprehensive list is unreasonable to maintain, and a representative sample would be more useful to a user of the City's Web site?

The City's Web sites and the selection of sites to which any of them may be linked is not intended to serve as a forum for free discussion. Ample facilities for free expression are available both on the Internet and in the physical world. Instead, these Web pages are posted to serve the City's need to make useful and practical information available to Dallas residents, businesses, and visitors that facilitates provision of a City service or furthers another specifically articulated purpose of the City of Dallas.

If you believe a link to your site from a City of Dallas Web site would further a specifically articulated purpose of the City, but such a link does not currently exist, you may email us or write a letter setting out what specifically articulated purpose of the City would be furthered, where that purpose is stated and how the suggested link would further that purpose. You will subsequently be notified whether your link will be included on a City of Dallas Web site, within 30 days of your written communication to the City. If you do not receive a written communication from us within 30 days you should consider that your request has been denied without prejudice to the later refiling of the request.

Sites that are linked from the City of Dallas are reviewed periodically to confirm that the link still furthers City purposes. The City of Dallas reserves the right to refuse to post any Web site link or to delete links already posted at any time, in conformance with this policy, without notice.

Charlotte

Links to Third Party Sites

The links contained within this site will let you leave Charlotte-Mecklenburg's web site. The linked sites are not under the control of the City of Charlotte and/or Mecklenburg County Government. The City of Charlotte and Mecklenburg County are not responsible for the contents of any linked site or any link contained in a linked site. The City of Charlotte and/or Mecklenburg County Government are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the City of Charlotte and/or Mecklenburg County Government of the site.

Atlanta

Disclaimer

You will be leaving atlantaga.gov when you click on some of the links from this web site. The City of Atlanta does not assume responsibility for the contents, nor endorses any opinions expressed on any of these outside Web sites.

Pittsburgh

Links Disclaimer

At various locations within the set of documents that are accessible over the Internet/World Wide Web and electronically "linked," and that belong to or were created by or with the permission of the City of Pittsburgh ("City"), however referred to (such as the City's "Internet homepage," "Web page," etc.), viewers or readers may access the Internet/World Wide Web "addresses" of various other organizations, or individuals not otherwise related to or associated with the City of Pittsburgh. Such "live" or "hot" connections ("links") to "external" Internet sites provide the ability to access material at those external sites that belongs to or is sponsored by those institutions, organizations, or individuals.

The ability to hot link to external sites is provided by the City of Pittsburgh strictly as a service to those accessing the City of Pittsburgh web site. Such external Internet sites contain information created, collected, published, maintained, posted or otherwise made available by institutions, organizations, or individuals independent of the City of Pittsburgh. The City of Pittsburgh does not endorse, approve, certify, review, or otherwise control in any way those external sites or the material contained therein. The City of Pittsburgh does not guarantee the accuracy, completeness, usefulness, timeliness, or correct sequencing of any information or data located at or contained in such sites. Use of any information or data obtained from such sites is strictly voluntary, and is the sole risk and responsibility of the viewer or reader. Reliance on any such information or data should be undertaken only after an independent review of its accuracy, completeness, usefulness, timeliness, or correct sequencing.

Any trade marks, trade names, or service marks mentioned herein remain the property of their respective owners. At any linked external site, reference to any specific commercial product, service, or process whether by trademark, trade name, service mark, or otherwise does not constitute or imply in any way endorsement, recommendation or other favourable consideration by the City of Pittsburgh. Any such reference also does not necessarily signify that such reference has been permitted by the owner(s) or licensee(s) of such trademark, trade name, service mark, or by the referenced manufacturer, distributor, or otherwise.

Chicago

None found.

Indianapolis

None found.

NOTICES SENT TO FOR FILE NUMBER: 091539
Finance & Personnel Committee

[illegible]



Legislation Details (With Text)

File #: 091643 **Version:** 0

Type: Communication **Status:** In Committee

File created: 3/24/2010 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of Administration relating to approval of changes to certain sole-source contracts for the year 2010.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, DEPARTMENT OF ADMINISTRATION

Attachments: 4-13-10 Letter from Dept of Admin

Date	Ver.	Action By	Action	Result	Tally
3/24/2010	0	COMMON COUNCIL	ASSIGNED TO		
4/13/2010	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0

File #: 091643 **Version:** 0

Number

091643

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Department of Administration relating to approval of changes to certain sole-source contracts for the year 2010.

Requestor

Drafter

CC-CC

tjm

4/8/10



Department of Administration
Business Operations Division

Tom Barrett
Mayor

Sharon Robinson
Director of Administration

Rhonda U. Kelsey
City Purchasing Director

May 10th, 2010

To the Honorable
Michael J. Murphy, Chair
Committee on Finance & Personnel
Common Council-City Clerk
City Hall Room 205

Dear Alderman Murphy:

I am writing in regard to a request from the Milwaukee Health Department (MHD) to amend a service contract with Ragir Consulting for language transcription and interpretation services for various MHD programs. These services are funded by a combination of operating and grant funds such as WIC (Women, Infants, and Children), Public Health Emergency Response, and the Refugee Health Screening grant.

This contract amendment request requires approval by the Finance & Personnel Committee because it meets the criteria set forth in Common Council File No. 090352 – A substitute charter ordinance relating to review and approval of single and sole contract amendments that was recently adopted in October of 2009. The charter ordinance requires Finance & Personnel Committee approval of existing single or sole source contract amendments when the original amount of the contract added to the amended amount of the contract, is \$50,000 or greater.

Attached to this letter, is a document that includes additional background information regarding this contract amendment request.

I look forward to addressing any additional questions and/or concerns that you might have.

Sincerely,

Rhonda U. Kelsey
City Purchasing Director

c: Alderman Bob Bauman, Vice Chair
Alderman Joe A. Dudzik
Alderwoman Milele A. Coggs.
Alderman Nik Kovac
Bevan Baker, Health Commissioner
Raquel Filmanowicz, Health Oper. Administrator

Finance & Personnel Committee Approval Required
Single / Sole Source Contract Amendments \$50K or >
Contract No.: E-8912

Background:

User Department: Milwaukee Health Department
Vendor Name: Ragir Consulting
Original Date of Award: 2/15/2009
Contract Term: 2/15/2009 – 8/31/2011
Current Contract Amount: \$225,500.00

History of Contract Amendments:

Date	Item	Term	Cost
3/12/2009	<u>Original VSC:</u> For interpretation services for all Spanish interviews and transcription services for all English and Spanish interviews conducted in the Ecocultural Family Interview (EFI) Pilot and full implementation phase	2/15/2009 – 8/31/2011	\$25,500.00
7/1/2009	<u>Change Order #1:</u> Increase funds for MHD program and client-base expansion.	2/15/2009 – 8/31/2011	\$100,000.00
1/7/2010	<u>Change Order #2:</u> Decrease the hourly rate (\$35 to \$32) for interpreters and increase the estimated contract total to cover unanticipated expenditures related to H1N1 efforts through contract term.	2/15/2009 – 8/31/2011	\$100,000.00
3/12/2010 Pending Req 10181	<u>Change Order #3:</u> Increase the contract total by \$200,000 for MHD program and client base expansion. Services are funded by a combination of O&M and grant funds.	2/15/2009 – 8/31/2011	\$200,000.00
Total (including the pending amendment)			\$325,500.00

Purpose of Amendment:

To fulfill the demand for increased language interpretation and transcription services to support various Milwaukee Health Department (MHD) services/programs including but not limited to: immunization clinics, family health clinics, home visiting programs such as Empowering Families of Milwaukee, Nurse Family Partnership and LAUNCH, WIC clinics, TB clinics, and the Ecocultural Assessment Program.

City Purchasing Director Recommendation:

Ragir Consulting provides interpretation and transcription services of complex medical terms in a variety of languages including but not limited to: Spanish; Somali; Hmong; Burmese; and various Eastern European languages. Based on market research, Ragir Consulting provides this service at the most competitive rate: \$30 to \$35 per/hour. This is significantly lower than all the competitors surveyed that provided quotes in the range of \$40-\$125 per hour. In addition, MHD will be able to meet the increased demand for Limited English Proficiency (LEP) services as required by the State of Wisconsin. For these reasons, approval is recommended.



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091646

File ID: 091646

Type: Ordinance

Status: In Committee

Version: 2

Reference: 090457

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester:

Cost:

File Created: 04/13/2010

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 100005, 100039 and 100061 for attachments.

Code Sections:

Indexes: SALARY ORDINANCE

Sponsors: THE CHAIR

Attachments:

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	04/13/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	05/07/2010	HEARING NOTICES SENT		05/12/2010		
2	CITY CLERK	05/10/2010	DRAFT SUBMITTED				
	Action Text:	This Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	05/12/2010					

Text of Legislative File 091646

..Number
091646
..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 in the following departments:

Dept. of Administration, Community Development Grants Administration, Department of City Development, Library and Department of Public Works

..Body

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

Part 1. Section 2 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 12, 2010 - May 30, 2010):

Under Salary Grade 008, add the title "NSP Program Coordinator."

Part 2. Section 2 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Salary Grade 007, delete the title "Building Maintenance Manager."

Under Salary Grade 008, add the title "Library Facilities Manager."

Part 3. Section 3 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective May 4, 2010):

Under "Pay Range 248 add the footnote designation "5/" after the title "Building Maintenance Mechanic II" and add footnote "5/" to read as follows: "Effective May 3, 2010, one position held by Daniel Panowitz, in the Milwaukee Department of City Development, to be paid at rates consistent with pay Range 934 while performing contract administrator duties."

Under Pay Range 285, delete the footnote designation "1/" after the title "Automotive Machinist I" and delete footnote "1/" in its entirety.

Part 4. 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 12, 2010 - May 30, 2010):

Under Pay Range 546, add the title "Business Service Specialist-NSP."

Part 5. Section 23 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective May 4, 2010):

Under Pay Range 934 delete the biweekly rate of pay shown and substitute in lieu thereof the following:

Pay Range 934

Official Biweekly Rates

\$1,855.95

District Council 48 Contract Administrator - Local 33

Part 6. Section 25 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 12, 2009 - May 31, 2009):

Delete the hourly rates of pay shown for Pay Ranges 974, 975 and 978 and substitute in lieu thereof the

following official hourly rates of pay:

Pay Range 974

Official Rate-Hourly

\$18.35	19.59	21.15	22.70
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Pay Range 975

Official Rate-Hourly

\$14.77	17.73	22.16	26.59
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Pay Range 978

Official Rate-Hourly

\$29.55

Part 7. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 8. The provisions of Parts 6 of this ordinance are deemed to be in force and effect from and after Pay Period 12, 2009 (May 31, 2009).

The provisions of Parts 3 and 5 of this ordinance are deemed to be in force and effect from and after May 4, 2010.

The provisions of Parts 1 and 4 of this ordinance are deemed to be in force and effect from and after Pay Period 12, 2010 (May 30, 2010).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after its passage and publication.

Part 9. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter

City Clerk's Office

TJM

5/7/10



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091647

File ID: 091647

Type: Ordinance

Status: In Committee

Version: 1

Reference: 090458

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester:

Cost:

File Created: 04/13/2010

File Name:

Final Action:

Title: A substitute ordinance to further amend the 2010 offices and positions in the City Service.

Notes: See files 100005, 100061, 100066 and 100124 for attachments.

Code Sections:

Agenda Date:

Indexes: POSITIONS 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	04/09/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text: This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	05/07/2010	HEARING NOTICES SENT		05/12/2010		
1	CITY CLERK	05/10/2010	DRAFT SUBMITTED				
	Action Text: This Ordinance was DRAFT SUBMITTED						
0	FINANCE & PERSONNEL COMMITTEE	05/12/2010					

Text of Legislative File 091647

..Number
091647
..Version
Substitute 1
..Reference

090458

..Sponsor

THE CHAIR

..Title

A substitute ordinance to further amend the 2010 offices and positions in the City Service.

..Analysis

This substitute ordinance changes positions in the following departments:

Department of Administration, Budget and Management Division and Community Development Grants Admin., Department of City Development, Police Department and Department of Public Works, Water Works

..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 "Police Department, Administration Services Decision Unit, Professional Performance Division", delete one position of "Office Assistant III" and add one position of "Office Assistant IV"; under "Administration Bureau", delete one position of "Office Assistant III" and add one position of "Administrative Assistant II"; under Office of Police Information Systems", delete one position of "Administrative Assistant II" and add one position of "Office Assistant III"; under "Medical Section", add one position of "Office Assistant III"; under "Operations decision Unit, Criminal Investigation Bureau", delete one position of "Office Assistant II" and add one position of "Administrative Assistant II"; under "Violent Crimes Division", delete one position of "Captain of Police."

Part 2. Section 1 of ordinance File Number 090458 relative to offices and positions in the City Service is hereby amended as follows (May 4, 2010):

Under "Department of City Development, Public Housing Programs Decision Unit, Family Housing Unit Section", add one position of "Building Maintenance Mechanic II", and add footnote "(A)" to read as follows: "One position occupied by Daniel Panowitz, authorized with the terms of the labor contract."

Part 3. Section 1 of ordinance File Number 090458 relative to offices and positions in the City Service is hereby amended as follows (Effective Pay Period 12, 2010 - May 30, 2010):

Under "Department of Administration, Community Development Grants Administration Division", delete one position of "Grant Monitor (B)(X)(Y)", one position of "Administrative Specialist Senior (B)" and add one position of "NSP Program Coordinator (B)(X)(Y) and one position of "Business Services Specialist-NSP."

Part 4. 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, Budget and Management Division, Auxiliary Personnel", add one auxiliary position of "Budget & Management Analyst-Senior (A)" and add footnote "(A)" to read as follows: "Position authority to expire on December 24, 2010."

Under "Library, Administration Bureau, Buildings and Grounds Section", delete one position of "Building Maintenance Manager (X)(Y) and add one position of "Library Facilities Manager (X)(Y)."

Under "Department of Public Works, Water Works, Distribution Organization, Field Operation", delete one position of "Office Assistant IV", and one position of "Office Assistant III", and add one position of "Communications Assistant III" and one position of "Office Assistant II."

Part 5. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 6. 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).

The provisions of Part 2 of this ordinance are deemed to be in force and effect from and after May 4, 2010.

The provisions of Part 3 of this ordinance are deemed to be in force and effect from and after Pay Period 12, 2010 (May 30, 2010).

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 7. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter
City Clerk's Office
TJM
5/10/10

The FINANCE & PERSONNEL COMMITTEE may convene into closed session, pursuant to sec. 19.85(1)(e), Wis. Stats., for the purpose of formulating collective bargaining strategies.

The committee may thereafter reconvene in open session.