



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

June 26th, 2009

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

Re: Common Council Contingent Fund Status

Dear Committee Members:

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

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

Very truly yours,



W. MARTIN MORICS
Comptroller

WMM:td

Attachment

CC: City Clerk
Budget Office
LRB

2009 COMMON COUNCIL CONTINGENT FUND

Status on 6/26/2009

Funds Appropriated

2009 Adopted Budget 5,000,000.00

Transfers authorized by prior Council meetings

Journal ID	Date	Year	Class	Bud Ref	Amount	Description
0000206099	1/1/2009	2009	C001	2009	5,000,000.00	2009 Approved Budget
0000208370	1/16/2009	2009	C001	2009	(850,000.00)	Res.081161 1/16/09 CF to S163
0000209961	2/10/2009	2009	C001	2009	(107,270.83)	Res. 080682 CF to S163
0000211079	3/3/2009	2009	C001	2009	(55,403.90)	Res.081432 CF to S163

Remaining Reserved Commitments Authorized by prior Council meetings

None

Total Transfers & Reserved (1,012,674.73)

Balance Available on June 26th, 2009 3,987,325.27

% Expended/Reserved Current status 20%

Comparative Balance Available on June 26th, of prior years

	<u>Balance</u>	<u>Budgeted</u>	<u>% Expended</u>
2004	4,474,318	5,000,000	11%
2005	4,989,134	5,000,000	0%
2006	4,657,000	5,500,000	15%
2007	2,472,000	5,500,000	55%
2008	4,368,349	5,000,000	13%
Average of prior years	4,192,160	5,200,000	19%



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, July 1, 2009

9:00 AM

Room 301-B, City Hall

1. [090133](#) Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.

 Sponsors: THE CHAIR

 Attachments: [Vacancy Agenda](#)
 [Hearing Notice List](#)

2. [090227](#) Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.

 Sponsors: THE CHAIR

 Attachments: [Letter from Dept of Employee Relations and job evaluation reports](#)
 [Fiscal note and spreadsheet](#)
 [Hearing Notice List](#)

3. [070017](#) Substitute resolution approving, ratifying and confirming memorandum of understanding between the City Negotiating Team and the Milwaukee Building and Construction Trades Council for the period of August 1, 2007 to July 31, 2010.

 Sponsors: THE CHAIR

 Attachments: [Dept. of Employee Relations Cover Letter.DOC](#)
 [Letter from Dept of Employee Relations](#)
 [Fiscal Note](#)
 [Summary of Wage & Fringe Benefits](#)
 [Wellness and Prevention program information](#)
 [Letter from Dept of Employee Relations re amendments to the alary ordinance](#)
 [Letter from Milw Building and Construction Trades Council](#)
 [Agreement](#)
 [Signed Memorandum of Understanding](#)
 [Hearing Notice List](#)

4. [070023](#) Substitute resolution to ratify and confirm the final agreement between the City of Milwaukee and Local 494, IBEW, AFL-CIO (Electrical Group).

 Sponsors: THE CHAIR

Attachments: [Dept. of Employee Relations Cover Letter.DOC](#)
[Letter from Dept of Employee Relations](#)
[Fiscal Note](#)
[Summary of Wages and Fringe Benefits](#)
[Wellness and Prevention program information](#)
[2007-2009 Salary Ordinance amendments](#)
[Letter from Local 494](#)
[Agreement](#)
[Signed Memorandum of Understanding](#)
[Hearing Notice List](#)

5. [090237](#) A charter ordinance relating to retirement benefits and creditable service for employees represented by certain bargaining units.

Sponsors: THE CHAIR

Attachments: [Fiscal note](#)
[Hearing Notice List](#)

6. [090204](#) Substitute charter ordinance relating to retirement benefits for certain represented employees.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Fiscal note](#)
[Hearing Notice List](#)

7. [090223](#) Resolution authorizing the Department of Employee Relations to extend a contract for one year only through December 31, 2010 with UnitedHealthcare for insured health maintenance medical services only.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Fiscal Note](#)
[Report for 2010 HMO RFP Results Final](#)
[Premium vs. Claims Incurred \(Loss Ratio\)](#)
[EPO Cost Comparison](#)
[2010 UHC Renewal Calculation](#)
[2010 UHC HMO Rate Renewal](#)
[Fiscal Analysis](#)
[Hearing Notice List](#)

8. [081665](#) Communication relating to creation of additional positions in the Department of Neighborhood Services to deal with graffiti incidents.

Sponsors: Ald. Zielinski

Attachments: [Letter from Ald. Zielinski](#)
[Fiscal Note](#)
[Hearing Notice List](#)

9. [090250](#) Resolution authorizing the acceptance and expenditure of contributions received by the Milwaukee Police Department from federally forfeited tangible property or cash for increased or enhanced law enforcement efforts.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
[Cover Letter](#)
[Fiscal Analysis](#)
[Hearing Notice List](#)

---May be referred from the Public Safety Committee

10. [071627](#) Communication relating to expenditures for Milwaukee Police Department information technology consulting services.

Sponsors: Ald. Bohl

Attachments: [3-17-08 Comptroller letter](#)
[9-9-08 Ald. Bohl letter to Police Chief](#)
[Hearing Notice List](#)

11. [090187](#) Resolution authorizing the issuance and sale of up to \$230,000,000 of revenue anticipation notes or General Obligation Notes for the purpose of financing the operating budget of the Milwaukee Public Schools on an interim basis.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
[Cover Letter](#)
[Fiscal Analysis](#)
[Hearing Notice List](#)

12. [090241](#) Substitute resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Operating Budget](#)
[Grant Analysis Form](#)
[Cover Letter](#)
[Hearing Notice List](#)

---May be referred from the Public Safety Committee

13. [090242](#) Substitute resolution relative to application, acceptance and funding of the Breast and

Cervical Cancer Case Management Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Operating Grant Budget](#)
[Grant Analysis Form](#)
[Cover Letter](#)
[Hearing Notice List](#)

---May be referred from the Public Safety Committee

14. [090243](#) Substitute resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Grant Analysis Form](#)
[Operating Grant Budget](#)
[Cover Letter](#)
[Hearing Notice List](#)

---May be referred from the Public Safety Committee

15. [090244](#) Substitute resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Grant Analysis Form](#)
[Operating Grant Budget](#)
[Cover Letter](#)
[Hearing Notice List](#)

---May be referred from the Public Safety Committee

16. [090245](#) Substitute resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
 [Fiscal Analysis](#)
 [Operating Grant Budget](#)
 [Grant Analysis Form](#)
 [Cover Letter](#)
 [Hearing Notice List](#)

---May be referred from the Public Safety Committee

17. [090248](#) Substitute resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Department of Health Services.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
 [Fiscal Analysis](#)
 [Grant Analysis Form](#)
 [Operating Budget](#)
 [Cover Letter](#)
 [Hearing Notice List](#)

---May be referred from the Public Safety Committee

18. [090051](#) A substitute ordinance to further amend the 2009 rates of pay of offices and positions in the City Service.

Sponsors: THE CHAIR

19. [090101](#) A substitute ordinance to further amend the 2009 offices and positions in the City Service.

Sponsors: THE CHAIR

20. 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.

The committee may thereafter reconvene in open session.

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.



Legislation Details (With Text)

File #: 090133 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/27/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

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

Sponsors: THE CHAIR

Indexes: VACANCY REQUESTS

Attachments: [Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
5/27/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090133

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

5/21/09

Finance & Personnel Committee

[illegible]



Legislation Details (With Text)

File #: 090227 **Version:** 0
Type: Communication **Status:** In Committee
File created: 6/16/2009 **In control of:** 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: [Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090227

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

DER

MM::pb

6/11/09



Department of Employee Relations

June 24, 2009

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 090227

The following classification and pay recommendations were approved by the City Service Commission on June 23, 2009.

In the Health Department:

One new position is recommended for classification as Lead Grant Monitor, SG 006.

Five new positions are recommended for classification as Health Access Assistant II, PR 425.

One new position is recommended for classification as Chemist II, PR 642.

The job evaluation reports 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, Bevan Baker, Ray Weitz, Raquel Filmanowics, Paul Biedrzycki, Matthew Wolters, Anna Benton, M. Stephen Gradus, David Bina, Richard Abelson, John English, Kenneth Wischer, Bill Mollenhauer, James Fields and Calvin Lee (DC 48)

JOB EVALUATION REPORT

City Service Commission Meeting Date: June 23, 2009

Department: Health

This report recommends the classification and compensation level for a new grant-funded position in the Health Department. In reviewing this position, staff analyzed a new job description and held discussions with management representatives. The following chart summarizes the recommended change.

Current	Requested	Recommended
New Position	Lead Grant Manager SG 07 (\$53,519 - \$74,922)	Lead Grant Monitor SG 06 (\$50,206 - \$70,295)

Action Required

In the Salary Ordinance, under Salary Grade 006, add the title "Lead Grant Monitor."

In the Positions Ordinance, under the Health Department, Disease Control and Environmental Health Services Division, Home Environmental Health, add one position of "Lead Grant Monitor."

Background

The City of Milwaukee Health Department (MHD) has requested that one new grant-funded position be reviewed for classification purposes. This new position is located in the Home Environmental Health (HEH) unit of the Disease Control and Environmental Health Services Division of the Health Department.

Duties, Responsibilities & Requirements

The basic function of this new position is to provide overall management of grant compliance and grant reporting for Housing and Urban Development (HUD) grants and the Community Development Grant Administration's Community Development Block Grant (CDBG) to achieve the strategic goals of the Childhood Lead Poisoning Primary Prevention Program. This includes ensuring the timely drafting and reporting of the goals and objectives of all the grants, overseeing the property owner lead-safe worker training, managing the occupant relocation and protection, collecting and analyzing data generated by the two grants, and ensuring that all HEH program policies and procedures are compliant with HUD regulations. The specific duties and responsibilities include the following:

- 70% Grant Management – manage the compliance and reporting systems for the Home Environmental Health Unit's HUD and CDBG contracts; analyze contract terms and conditions; ensure appropriate documentation for the execution of contracts; develop compliance procedures; process all monthly, quarterly, annual and final reports; assist in and ensure staff compliance with the requirements of contract language and other related federal and state laws; provide staff education through mentoring and training inspectional and administrative staff as needed; develop and monitor quality control measures; provide property owner education; manage the occupant relocation program; process internal inquiries regarding grant management; supervise one Program Assistant II position which assists with grant reporting; and work collaboratively with the Lead Program Management

Team to achieve multiple programmatic goals and objectives for healthy housing, primary prevention of lead poisoning, secondary interventions, and housing-based research initiatives.

- 20% Research and Evaluation – develop and implement research and evaluation tools related to effective and efficient housing interventions; support research efforts that provide a basis for strategies and policies within the HEH unit and other City Housing Programs; research opportunities to incorporate HUD Healthy Homes Initiatives; conduct needs assessment activities as they relate to healthy housing and neighborhood conditions to assure effective use of resources and provide reliable information for local, regional, and state planning efforts; and participate in local initiatives that address the concept of a healthy home such as “Fight Asthma Milwaukee Allies”.
- 10% Policy Development and Consultation – participate in policy development and refinement of protocols through the analysis of reliable research data; collaborate with the Wisconsin Department of Family Services on related legislative issues, staff and property owner training, and occupant protection; serve as a liaison with the City Housing Authority and other related agencies; provide leadership and consultation to agencies regarding childhood lead poisoning prevention policies and services, particularly housing issues as they are impacted by federal regulation.

Requirements include a bachelor’s degree in Public Health, Business Administration, or related field; and two years of related experience. Equivalent combinations of education and experience may also be considered. Requirements have not been validated for the purposes of staffing.

Comparisons

To determine the appropriate level of this position we reviewed the duties, responsibilities and requirements of several positions including the following. Requirements may not have been validated for the purposes of staffing and equivalent combinations of education and experience may also be considered.

Compliance Analyst in SG 04 (\$44,194 - \$61,871) Health Department

The basic function of this position is to perform a full range of professional duties relating to the compliance function in the MHD such as ensuring compliance with internal process and procedure as well as State and Federal mandated policies and laws; and assist the Chief Compliance Officer and assume the duties and responsibilities of the position in their absence. Duties and responsibilities include reviewing, analyzing and updating State and Federal Public Health Statutes and internal policies relating to grant monitoring; monitoring and maintaining internal Grants and Contracts Database; ensuring contract reporting compliance by Program Managers through monthly reminders and tracking the timeliness of reporting; reviewing contracts for reporting requirements and notifying Senior Staff of any issues or questions about contract language; and assisting with internal auditing of programs. Requirements include a Bachelor’s Degree in Business, Public Administration, Health Administration or related field and one to two years of related experience and/or training.

Injury and Violence Prevention Program Coordinator in SG 05 (\$47,109 - \$65,957) Health Dept

Responsible for the overall management of the Violence and Injury Prevention Program, including grant monitoring, budgeting, reporting, interviewing, hiring and staff supervision, planning, and development; and serve as a Coordinator for the Milwaukee Commission on Domestic Violence and Sexual Assault. Duties and responsibilities include providing daily program management; staffing the commission and serving as a liaison for local, state and federal initiatives; and working with the

private, public, volunteer and City sectors in a community coordinated effort to assure a continuation of care in the area of domestic violence, sexual assault and intentional injury. Requirements include a Bachelor's Degree in Social Work, Health Science, Health Education, or related field and two years of experience in a progressive responsibility in a supervisory or leadership role.

Grant Monitor in SG 06 (\$50,206 - \$70,295) Department of Administration

Responsible for the monitoring and evaluation of assigned Community Development projects; assist project operators on an ongoing basis in the implementation of approved activity; ensure that grant funded activity conforms to all program requirements; and evaluate the effectiveness of project activity and the performance of project operators. Duties and responsibilities include providing technical assistance to all assigned projects; conducting in-depth field visits and inspections utilizing prescribed guidelines and instruments; preparing annual evaluations and performance reports using various data collected throughout the year; and collecting and processing various progress reports, documents and data for Federal, State, and City requirements. Requirements include a bachelor's degree in Communication, Public Administration or related field and/or three years of experience in community service and/or neighborhood revitalization efforts.

Lead Hazard Prevention Manager in Salary Grade 07 (\$53,519 - \$74,922) Health Department

This recently eliminated position provided program management and supervision to three managers and two office support employees. Duties and responsibilities included developing and overseeing all policies and interventions related to lead hazard reduction activities in low-income properties; developing and implementing all research and evaluation related to effective and efficient housing interventions; and providing mentoring and training to inspectional staff. Requirements included a Bachelor's Degree in Architecture, Engineering, Public Health, Urban Planning or related field, five years of construction management experience and two years of supervisory experience.

Analysis

All of these positions work with grants and have responsibility for monitoring compliance with data and reporting requirements. The Compliance Analyst in Salary Grade 04 has some similarity in duties to this new position in overseeing compliance for a number of grants and assists the Chief Compliance Officer in Salary Grade 10. The Compliance Analyst does not, however, have responsibility for staff and property owner education; and development and implementation of research and evaluation tools as does the position under study.

The Injury and Violence Prevention Program Coordinator in Salary Grade 05 also does grant monitoring, reporting, planning and development. The position has responsibility for staff and serves as a Coordinator for the Milwaukee Commission on Domestic Violence and Sexual Assault; and as a liaison for local, state and federal initiatives. The position under study supervises a Program Assistant II and several other office support staff directly and the lead compliance staff indirectly, has training responsibilities, serves as a liaison with other agencies including the Housing Authority, and works collaboratively with the Lead Program Management Team to achieve lead program goals.

The Grant Monitor in Salary Grade 06 has similar responsibilities such as ensuring grant funded activity conforms to all program requirements, collecting and analyzing data, and writing required reports. In addition this classification provides technical assistance to all assigned projects, conducts in-depth field visits and inspections, and evaluates the effectiveness of project activity and the performance of project operators. These positions are required to become familiar with a variety of projects.

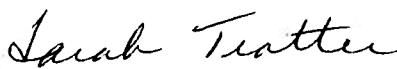
The former position of Lead Hazard Prevention Manager position in Salary Grade 07 had a higher level of program and supervisory responsibility with the supervision of three managers and two office support employees. It also had responsibility for developing and overseeing all policies and

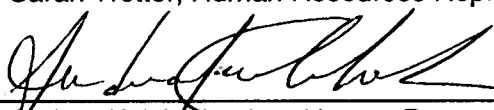
interventions related to lead hazard reduction activities while the position under study will work collaboratively with the Lead Program Management Team to achieve multiple lead program goals and will monitor staff compliance with the requirements of the grants.


In consideration of the significantly strong reporting requirements of the position under study, and a comparison of other duties and responsibilities, the closest fit is the Grant Monitor position in Salary Grade 06. We recommend the title of Lead Grant Monitor since it will better reflect the basic function of the position.

Recommendation

We therefore recommend that this new position be classified as Lead Grant Monitor in Salary Grade 06.

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: June 23, 2009

Department: Health

Present	Request
Title: New Position	Title: Chemist II
Salary: Not Applicable	Pay Range: 642 (\$43,735-\$53,034)
Recommendation: Title: Chemist II Pay Range: 642 (\$43,735-\$53,034)	
Rationale: The nature of work performed by this grant-funded position is that of an environmental scientist or environmental chemist. The duties and responsibilities and level of work that will be performed conform to that of the established job classification of Chemist II in the Milwaukee Health Department.	

Action Required

In the Positions Ordinance, under the Health Department, Laboratory Services Division, Chemical Division, add one position of "Chemist II."

Background

On May 22, the Commissioner of Health, Bevan Baker, requested that a new position of Chemist II be reviewed for appropriate job classification and compensation. In studying this request, a job description created by the Health Department was reviewed.

Duties and Responsibilities

This position will be assigned to the Laboratory and Epidemiology Section, under the direction of the Chief Molecular Scientist. The employee in this position will perform analysis for lead in dust wipes, paints, and blood; test for allergens; analyze unknown chemicals, powders, organic wastes and pollutants; analyze biological toxins; test food and water samples; maintain equipment and complete records as required.

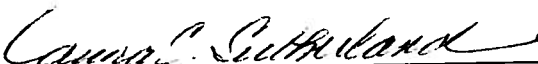
Noteworthy knowledge, skills, and abilities, and characteristics (KSAC) include:

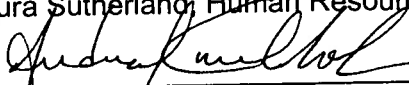
- Knowledge of the chemical composition, structure, and properties of substances and of the chemical processes and transformations that they undergo. This includes uses of chemicals and their interactions, danger signs, production techniques, and disposal methods.

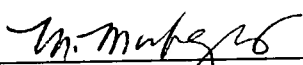
- Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Ability to read, analyze, and interpret information contained in such items as professional journals, laboratory procedures, and government regulations.
- Ability to write reports and correspondence appropriate to the audience
- Ability to use mathematics and statistics
- Careful attention to detail and thoroughness in completing work tasks

Minimum qualifications for the job, as written on the job description created by the Health Department include a bachelor's degree in physical chemistry, organic chemistry, biochemistry or closely related field and two years of laboratory experience, preferably in environmental chemistry or a related setting.

Due to the fact that that the nature of work and level of work performed by this position conforms to that of the Chemist II job classification, it is recommended that this position be classified as Chemist II, Pay Range 642.

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: June 23, 2009

Department: Health

Present	Request
Title: 5 New Positions	Title: Health Access Assistant II
Salary: Not Applicable	Pay Range: 425 (\$31,905 - \$35,296)
Recommendation: <div style="margin-left: 40px;"> Title: Health Access Assistant II Pay Range: 425 (\$31,905 - \$35,296) </div>	
Rationale: The nature of work and level of work that will be performed by these five grant-funded positions conform to that of the established job classification of Health Access Assistant II allocated to Pay Range 425. Health Access Assistants assist clients in obtaining access to a number of health and nutritional programs for which they may be eligible.	

Action Required:

In the Positions Ordinance, under the Health Department, Family and Community Health Services Division, Medical Assistance Outreach Program, add five "Health Access Assistant II (X) (MMM)."

Background:

On May 21, the Commissioner of Health, Bevan Baker, requested that two newly created positions assigned to the Medical Assistance and Outreach Program be reviewed for purposes of classification and compensation. A subsequent communication from the Health Department's Personnel Officer indicated that the Department intended to add a total of five new positions, all of which would perform the following duties and responsibilities. In studying this request, a job description created by the Health Department was reviewed.

Duties and Responsibilities

The employees in these positions will assist clients in obtaining medical and nutritional assistance for themselves and their families through such programs as Badger Care Plus, Badger Care CORE Plan, Medicare, the WIC Program, Food Share, and Wisconsin Shares programs. They assess clients' needs, provide information about programs, make referrals to programs, assist clients with the application process, solve problems related to the access of medical services, and advocate for clients who have issues regarding health insurance. Reporting and recordkeeping duties include entering customer information into the database,

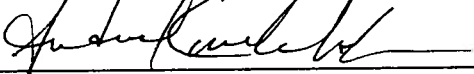
completing monthly reports of work productivity, and completing all required Health Department documentation and reports.

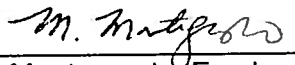
Minimum qualifications for the job include three years of experience working with low income families and related health benefit programs, community outreach, human services, or other relevant experience. Noteworthy knowledge, skills, and abilities (KSAs) include:

- Ability to build and maintain good working relationships with multicultural clients and staff
- Ability to provide services in a culturally sensitive manner
- Ability to maintain confidentiality
- Ability to use standard office hardware and software
- Ability to actively look for ways to help people
- Ability to take initiative to solve problems
- Ability to read and interpret documents such as procedure manuals and state rules and regulations regarding eligibility requirements.

These duties and responsibilities and corresponding minimum qualifications correspond to the existing job classification of Health Care Access Assistant II, Pay Range 425. It is therefore recommended that these positions be classified as Health Care Assistant II, Pay Range 425.

Prepared by: 
Laura Sutherland, Human Resources Representative

Reviewed by: 
Andrea Knickerbocker, Human Resources Manager

Reviewed by: 
Maria Montegudo, Employee Relations Director

CITY OF MILWAUKEE FISCAL NOTE

A) Date: 6/26/09

File Number: 090227
Orig Fiscal Note ☒ Substitute ☐

Subject: Classification and pay recommendations approved by the City Service Commission on June 23, 2009

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

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:	<i>Classification and pay recommendations for new positions in the 2009 budget in the Health Department.</i> <i>(See attached spreadsheet for details)</i>		<i>(See attached spreadsheet)</i>		
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 July 1, 2009
City Service Commission Meeting of June 23, 2009

NEW COST FOR 2009

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Rollup Funded Position	Rollup Funded Position	Total Rollup+ Sal
1	Health	New Position	N/A	Lead Grant Monitor	6	N/A	N/A	N/A	N/A	N/A	
5	Health	New Position	N/A	Health Access Assistant II	425	N/A	N/A	N/A	N/A	N/A	
1	Health	New Position	N/A	Chemist II	642	N/A	N/A	N/A	N/A	N/A	
6								\$0	\$0	\$0	\$0

Assume changes are effective Pay Period 16 (July 26, 2009)

PROJECTED NEW COST FOR FULL YEAR

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Rollup Funded Position	Rollup Funded Position	Total Rollup+ Sal
1	Health	New Position	N/A	Lead Grant Monitor	6	N/A	N/A	N/A	N/A	N/A	
5	Health	New Position	N/A	Health Access Assistant II	425	N/A	N/A	N/A	N/A	N/A	
1	Health	New Position	N/A	Chemist II	642	N/A	N/A	N/A	N/A	N/A	
6								\$0	\$0	\$0	\$0

Finance & Personnel Committee

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 070017

File ID: 070017

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: DEPARTMENT OF
EMPLOYEE
RELATIONS

Cost:

File Created: 04/17/2007

File Name:

Final Action:

Title: Substitute resolution approving, ratifying and confirming memorandum of understanding between the City Negotiating Team and the Milwaukee Building and Construction Trades Council for the period of August 1, 2007 to July 31, 2010.

Notes:

Code Sections:

Agenda Date:

Indexes: AGREEMENTS, LABOR CONTRACTS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Dept. of Employee Relations Cover Letter.DOC
,Letter from Dept of Employee Relations re
amendments to the alary ordinance ,Hearing Notice
List ,Letter from Dept of Employee Relations
,Summary of Wage & Fringe Benefits ,Wellness and
Prevention program information ,signed
Memorandum of Understanding ,Fiscal Note
,Agreement

Enactment Number:

Drafter: jaa

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	04/17/2007	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	04/18/2007	REFERRED TO	LABOR RELATIONS DIVISION	05/18/2007		
	Action Text: This Resolution was REFERRED TO to the LABOR RELATIONS DIVISION due back on 5/18/2007						
0	FINANCE & PERSONNEL COMMITTEE	06/25/2009	HEARING NOTICES SENT		07/01/2009		

0 FINANCE & 07/01/2009
PERSONNEL
COMMITTEE

Text of Legislative File 070017

..Number
070017
..Version
SUBSTITUTE 1
..Reference

..Sponsor
THE CHAIR
..Title

Substitute resolution approving, ratifying and confirming memorandum of understanding between the City Negotiating Team and the Milwaukee Building and Construction Trades Council for the period of August 1, 2007 to July 31, 2010.

..Analysis
The purpose of this resolution is to confer common council approval, ratification and confirmation on the memorandum of understanding between the City of Milwaukee Negotiating Team and the Milwaukee Building and Construction Trades Council covering wages, hours and conditions of employment for the time period commencing August 1, 2007 and ending July 31, 2010.

..Body
Whereas, The total agreement between the City Negotiating Team and the Milwaukee Building and Construction Trades Council for the period commencing August 1, 2007 through July 31, 2010 has been reduced to writing; and

Whereas, The memorandum of understanding embodying the agreement reached by the parties to such negotiations, a copy of which is attached to Common Council File No. 070017 and incorporated herein as though fully set forth at length, was executed subject to ratification by the Common Council; and

Whereas, The union membership has ratified the memorandum of understanding, a copy of a letter to that effect is attached to Common Council File No. 070017 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 of Milwaukee Negotiating Team and the Milwaukee Building and Construction Trades Council is approved; and be it

Further Resolved, That the City of Milwaukee 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 the Milwaukee Building and Construction Trades Council 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 their terms and conditions be obtained for and charged to the appropriate departmental budget accounts in accordance with the customary reporting and accounting requirements.

..Requestor
Department of Employee Relations
..Drafter
TMH:JJA
070017.rtf
05/29/09

CITY OF MILWAUKEE FISCAL NOTE

A) Date: 6-15-09

File Number: 070017

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and Milwaukee Building and Construction Trades Council.

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:			\$372,507		
Pensions:			51,668		
Health Ins:			15,435		15,705
Life Ins:			1,475		
Equip Repair:					
Other:					
Totals			\$441,084		\$15,705

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 \$318,940 and savings of \$31,410 will recur on an annual basis ('07, '08 and '09 repeats).

H) Computations used in arriving at fiscal estimate:

Current staffing and prior years' experience.

Please list any comments on reverse side and check here ☐

June 15, 2009

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

Re: Common Council File 070017

Dear Committee Members:

Agreement on a Memorandum of Understanding has been reached between the City Negotiating Team and the Milwaukee Building and Construction Trades Council. The Memorandum of Understanding covers wages, hours and conditions of employment for the period commencing August 1, 2007, to August 1, 2010.

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, Venu Gupta, Emma Stamps
Kate Huston, Dan Thomas, Lyle Balestreri

TMH:JJA
070017 FP ltr
labr/mbctc
980747 fp letter

**Summary of Wage & Fringe Benefit Modifications
In the 2007-2009 Agreement
between
the City of Milwaukee
and the
Milwaukee Building and Construction Trades Council**

1. Duration, Article 1:

Three years: August 1, 2007, through July 31, 2010.

2. Base Salary, Article 19:

- a. Effective Pay Period 16, 2007, wages based on 95% of the outside rate.
- b. Effective Pay Period 16, 2008, wages based on 95% of the outside rate.
- c. Effective Pay Period 16, 2009, wages based on 95% of the outside rate.
- d. Update subsection 1.d. fund contributions to those in effect as of the execution date of the contract.
- e. Within sixty calendar days of execution of the Agreement, all employees shall participate in direct deposit of paychecks.

3. Health Insurance, Article 34:

Basic Plan: Effective the first full calendar month following execution of the Agreement, the monthly employee contribution for Basic coverage shall be \$75 per month for single coverage and \$150 per month for family coverage. Effective the first full calendar month following execution of the Agreement, Tier 1 (narrow network) shall be eliminated. Effective the first full calendar month following implementation of a Health Risk Assessment (HRA), including basic biometrics and a blood draw, but not sooner than January 1, 2009, increase the monthly employee contribution to \$85 single/\$170 family. The monthly employee contribution shall also increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall be \$75 per month for single coverage and \$150 per month for family coverage.

HMO:

Effective upon execution of the Agreement, eliminate the requirement to offer an HMO. The City may offer an exclusive provider organization with a SE Wisconsin network and no coverage outside of network. Effective the first full calendar month following execution of the Agreement, implement an office visit co-payment of \$10 (waived for preventive care and disease management visits as determined by the Plan) and an emergency room co-payment increase to \$50 (from \$25). Implement a 3-tier drug card with co-payments of \$5/\$17/\$25. Legend drug co-payment shall be \$5. A 90-day mail order supply shall be available for a 60-day co-payment.

Effective 1/1/09: implement a monthly employee contribution of \$20 single/\$40 family. Employees selecting a higher cost plan (if applicable) pay \$20/\$40 plus the difference between lowest cost plan and the plan selected. Effective the first full calendar month following implementation of a Health Risk Assessment (HRA) including basic biometrics and a blood draw, but not sooner than January 1, 2009, increase the monthly employee contribution to \$30 single/\$60 family. The monthly employee contribution shall also increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall remain at or be reduced to \$20 single/\$40 family.

A Wellness and Prevention Program and Committee shall be established to promote wellness and prevention of illness among employees and their families. The City shall not spend more than two million dollars annually, City-wide, including the cost of conducting the HRA, on the Wellness and Prevention Program (see attached description of Wellness and Prevention Program.).

4. Pension, Article 33:

Creditable service for active military service, as provided in 36-04-1-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 August 1, 2007.

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

Wellness and Prevention

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 member from Milwaukee Professional Firefighters Association, Lo-215 , two members from District Council 48 and, pending final agreement by all four unions, one member representing Milwaukee Building and Construction Trades Council and IBEW Lo494 Electrical Group, Fire Equipment Dispatchers and Machine Shop.

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

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

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

Wellness and Prevention

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MILWAUKEE BUILDING & CONSTRUCTION TRADES COUNCIL

LYLE A. BALISTRERI
President

5941 WEST BLUEMOUND ROAD
MILWAUKEE, WISCONSIN 53213
PHONE (414) 475-5580
FAX (414) 475-5580
WEBSITE <http://www.milwbldgtrades.org>

June 26, 2009

Mr. Joe Alvarado
Labor Relations Specialist
Dept. of Employee Relations
200 East Wells St. Rm 701
Milwaukee, Wisconsin 53202

Dear Mr. Alvarado:

A meeting was held on May 13, 2009, to vote on the City's proposal for a new contract.

Please be advised that the majority of the members present voted to ratify the new agreement.

I would like to arrange a meeting for the membership with the administrator of the Healthcare system for the city and whoever can answer questions from the membership on how the new wellness program will be implemented.

Please call with your questions or concerns.

Sincerely,

Lyle A. Balistreri
President

LAB/jw
OPENU#9
AFL-CIO

AGREEMENT

Between

CITY OF MILWAUKEE

And

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

Effective August 1, 2004 2007 thruough July 31, 20072010

AGREEMENT

Between

CITY OF MILWAUKEE

And

MILWAUKEE BUILDING AND CONSTRUCTION TRADES COUNCIL

AFL-CIO

August 1, ~~2004~~ 2007 — July 31, 2007 2010

PREAMBLE

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

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

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

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

ARTICLE 1

DURATION

This Agreement shall remain in full force and effect commencing at 12:01 a.m. on August 1, ~~2004~~2007, and terminating at 12:01 a.m. August 1, ~~2007~~2010. Either party may reopen the contract by notice served upon the other not earlier than May 31, ~~2006~~2009, nor later than June 30, ~~2006~~2009, indicating areas in a succeeding contract in which the party requests changes.

ARTICLE 2

RECOGNITION

The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who have passed the City's probationary period and who are in classifications covered by the appropriate bargaining unit certification of the Wisconsin Employment Relations Commission as of August 1, ~~2004~~2007.

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

ARTICLE 3

MANAGEMENT RIGHTS

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

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

1. The exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours, and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this Contract.
2. That the City has the right to schedule regular and overtime work as required in a manner it deems most advantageous to the City.
3. That the City reserves the right to discipline or discharge for cause.
4. No action of the City in admonishment of an employee or in encouraging the employee to improve his/her performance, attendance or punctuality shall in any case be deemed an appropriate subject for the grievance procedure. Neither the Union or City shall have the right or obligation to discuss same as a grievance.
5. That the City reserves the right to lay off employees.
6. That the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations and the City may act to contract or subcontract any part or portion of its work without violation of its obligations hereunder to the Union or its members. The right of contracting or subcontracting is vested in the City. Except in cases which the City deems to be an

emergency situation, the City will give reasonable and timely notification of and discuss with the Union any proposed contracting or subcontracting. The City will give the Union reasonable and timely notice in cases in which the Union's bargaining unit personnel are involved and affected wherein City departments are merged or separated and will afford the Union an opportunity to present its position with respect to the City's action.

7. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

ARTICLE 4

GRIEVANCE PROCEDURE

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

Step #1. If an employee has a grievance, he/she, either alone or accompanied by a Union (oral) representative or by a Union Steward, shall first present the grievance to his/her immediate supervisor orally within ten (10) days of the occurrence or within ten (10) days of the date upon which the employee knew or could have known of the occurrence which forms the basis of the alleged grievance.

Step #2. If the grievance is not settled at the first step, it shall be reduced to writing and (written) presented by the grievant to his/her immediate supervisor within the above time limits. Within ten (10) working days of receipt of the written grievance, the Division-head or his/her designee shall furnish the employee and the Union president with a written answer to the grievance. Any employee desiring to process a grievance beyond step 2 shall do so only with the written authorization of the Council's bargaining representative or his/her designee on the original grievance or appeal forms provided by the City. The bureau or division head shall, if he/she deems necessary, confer with the aggrieved and the Union before making his/her decision.

Step #3. If the grievance is not settled at the second step, or if the grievant and Union (Depart- president have not received a written answer within ten (10) working days after ment appealing the grievance to Step 2, the Union president may appeal in writing Head) within ten (10) working days to the department head, who shall notify the aggrieved and the Union of the City's decision in writing within ten (10) working days from receipt of the appeal.

Step #4. If the Union advances to arbitration a third step decision appropriate under the (Labor following criteria, it shall be reviewed at a meeting between the Labor Negotia- Negotiator, or his designee, and the president of the Union, or his/her designee, tor) held periodically for that purpose. The parties are empowered to settle such grievance, and no

further step in the arbitration process shall occur until such meeting has occurred, or the parties, by written agreement, shall have waived such meeting.

- B. When a grievance hearing is held at the second (division head) step, or third (Commissioner) step of the grievance procedure, a named employee who has filed a grievance and the Union official or representative, the presence of whom is required for the purpose of giving testimony, shall be given notice of at least 24 hours before a meeting is held. The Union may waive this requirement.
- C. Each written grievance shall set forth on the form prescribed the specific provision of the Agreement which the individual or the Union claims has been violated. The written grievance shall list the time, place and circumstances or facts that are being grieved and shall contain a specific requested remedy.
- D. No claim of violation of the Management Rights clause shall be regarded by the parties hereto as a grievance. Unless an allegation in the original grievance is made that a specific exception in the clause itself is made, no individual, the Union, or the City shall have the right or obligation to discuss same as a grievance.
- E. "Days," when the word is used in this article, refers to working days. Any grievance which the Union does not elect to advance in the grievance procedure within the prescribed period shall be deemed a dropped grievance and deemed settled on the basis of the last answer which the City has given in the last completed step of the grievance procedure unless the parties have, in writing, in unusual circumstances, agreed to an extension of time for a definite period or have waived the step completely.
- F. By mutual agreement, the parties may extend any of the time limits contained in the grievance steps.

ARTICLE 5

ARBITRATION

- A. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 120 working days following the action or occurrence which gives rise to the issue to be arbitrated.
1. Arbitration may be initiated by the Union serving upon the City's Labor Negotiator a notice in writing of its intent to proceed to arbitration. Said notice shall identify the contract provision listed in the original grievance upon which the Union relies, the grievance or grievances, the department and the employees involved.
 2. Unless the parties can, within five working days following the receipt of such written notice, agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall, within five working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. The Union shall strike first.
 3. Whenever one of the parties deems the issue to be arbitrated to be of such significance as to warrant a panel of three arbitrators, each party shall, within five working days of the request to proceed to arbitration, appoint one arbitrator, and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairman of the arbitration panel.
 4. For purpose of brevity, the term, "arbitrator," as used herein, shall refer either to a single arbitrator or a panel of arbitrators, as the case may be. The following subjects shall not be submitted nor subject to arbitration:
 - a. Provisions of the Agreement, which affect the obligations of the City under provisions of Wisconsin Statutes or make the performance of such obligations more difficult.
 - b. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
 - c. Any pension matter.
 - d. Disputes or differences regarding classifications of positions, promotions of employees

and elimination of positions, except as provided in the contracting and subcontracting provisions.

e. Any matter concerning the rights hereunder of a probationary employee.

5. The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and established wages, hours and conditions of employment as specifically set forth herein.
6. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination shall cover any period of time which is prior to the date of execution of this Agreement.

- B. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within ten (10) working days of the notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07, of the Wisconsin Statutes, shall apply. The arbitration award shall be reduced to writing, subject to Section 788.08, through and including 788.15, of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.

- C. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- D. The arbitrator shall expressly confine him/herself to the precise issue submitted for arbitration;

and he/she shall not submit declarations of opinion, which are not essential in reaching the determination of the question submitted unless requested to do so by both parties.

- E. All expenses involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents. The Union accepts and recognizes the right of the City, in the delivery of municipal services, to utilize the services of volunteers or other persons who are not paid by the City, as the City deems best serve its interests.

A. Union Business and Union Meetings

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

B. Union Negotiators

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

C. Check Off of Union Dues

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

D. Fair Share Deductions

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

the majority of his/her time in the pay period. If the time is equal, the dues or fair share deductions will be made to the Union representing the employee the majority of time in the last week of the pay period.

4. If there is a challenge made to the City's actions or activity in conjunction with the dues check-off/fair share provision, the Union shall protect and defend the City in the action, and shall save the City harmless including the reasonable costs and attorney's fees which City may incur in defending itself.

E. Union Stewards

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

ARTICLE 7

PROHIBITION OF STRIKES AND LOCKOUTS

A. No Strikes

1. Neither the Union nor any member thereof shall cause nor counsel its members, or any of them individually, to strike nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown or refusal to perform any assigned duties for the City. Any employee who commits any of the acts prohibited in this section may be subject to the following penalties:
 - a. Discharge.
 - b. Other disciplinary action.
 - c. Loss of all compensation, seniority rights, vacation benefits and holiday pay as determined by the City.
2. Upon notification confirmed in writing by the City Labor Negotiator to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately, provide the City with a copy of such an order and a responsible official of the Union shall publicly order them to return to work.
3. If a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

B. No Lockout

The City will not lock out employees. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this section.

ARTICLE 8

HOURS OF WORK

1. Except as provided in subsection 4, this Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. Nothing contained herein prevents the City from restructuring the normal work day or work week when the City deems such restructuring will best serve its needs or promote the efficiency of its operations; or from establishing and from time to time changing the work schedules of employees.
2. Except as provided in subsection 4, the "normal workday" shall be an eight-hour day excluding an unpaid lunch break; with starting times, lunch periods and quitting times established by general rule or individual employee assignments by departmental managers.
3. Except as provided in subsection 4, the normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in the Overtime Article of this Agreement as long as any change in an employee's work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in the Overtime Article so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.
4. For Painters, Bridge and Iron, Painter Leadworkers, Bridge and Iron, Painter Supervisors Ironwork, Painters, Painter Leadworkers, House, Painter Supervisors, House, Carpenters, Carpenter leadworkers, Carpenter Supervisors, Ironworkers and Ironworker Supervisors working on special projects for specific time periods, the normal work day or normal work week shall be modified as follows provided that, prior to the start of the project, the City and employees assigned to the project have agreed, in writing, to a ten-hour work day:
 - a. Overtime is assigned work performed outside the regularly scheduled ten-hour shift or in excess of the normal 40 hour work week as defined in b. or c., below, or for work performed

on holidays as defined in the Holiday Article of the City/Union Agreement.

- b. The "normal work day" shall be a ten-hour day excluding an unpaid lunch break with starting times, lunch periods and quitting times established by general rule or individual employee assignments by department managers.
 - c. The first two sentences of existing subsection 3 shall be replaced by the following: The normal work week shall consist of four calendar days and as far as practicable, the days on which the employee shall not be required to work shall be Friday, Saturday and Sunday. Where departmental operations require work on Friday, Saturday or Sunday, this work shall not constitute overtime work as defined in the Overtime Article of this Agreement as long as any change in an employee's work schedule is arranged in advance and the workweek does not exceed forty (40) hours.
 - d. The appropriate employee paid time off accounts for sick time, injury pay, vacation and compensatory time shall be charged at a rate of 10 hours for each day of such paid time off used.
 - e. If an employee elects to use an eight-hour sick leave incentive day during the time period he/she is regularly scheduled for a ten-hour day and elects to take the entire ten-hour day off, he/she shall use two hours of his/her accrued vacation or compensatory time off in order to receive payment for the full ten-hour day.
 - f. The above modifications in subsection 4.a. through e. shall not apply during a calendar week in which a holiday, as defined in the Holiday Article of this Agreement, falls. Existing contract language (eight-hour day/five-day week) shall apply during that calendar week.
- 5. Nothing in this Agreement shall be construed as a guarantee of, or limitation on, the number of hours to be worked per day, per week or any other period of time.
 - 6. Should the City deem it necessary or desirable to reduce for an employee or group of employees the normal hours of work, it may do so; and the salary schedules and all employer benefits expressed in days shall be adjusted proportionately for the period such reduction remains in effect.

ARTICLE 9

WAGES

1. During the term of the ~~20042007-20072010~~ Agreement, and subject to the provisions of paragraph b. of this subsection, the effective dates of wage rate increases and the percentage of the minimum hourly outside wage rate that will be applied to the minimum hourly wage rates of employees represented by the Union, after agreement has been reached on a labor agreement covering Milwaukee, Ozaukee, Washington and Waukesha Counties between the Milwaukee Building and Construction Trades Council and the recognized outside employer group for the comparable outside craft on the amount of any increase, shall be as follows:
 - a. (1) Effective Pay Period 16, ~~20042007~~, - ~~93~~95% of the outside minimum hourly wage rate.
(2) Effective Pay Period 16, ~~20052008~~, - ~~93~~95% of the outside minimum hourly wage rate.
(3) Effective Pay Period ~~0116~~, ~~20062009~~, - 95% of the outside minimum hourly wage rate.
~~(4) Effective Pay Period 16, 2006, - 95% of the outside minimum hourly wage rate.~~
 - b. Except as provided in subsections 2, 3, 4, 5, 9, and 14, below, the wage rate for each craft in the City bargaining unit shall be based on the percentages, as specified in paragraph a. of subsection 1., above, of the minimum hourly wage rate, after agreement has been reached on the outside on the amount of any increase that will be applied to the minimum hourly wage rate between the Union and the recognized employer group for the comparable outside craft. The City titles for the City craft positions in the bargaining unit and the comparable outside craft positions to be used in determining the hourly wage rate of the City's position are shown in Appendix 'A' of this contract.
 - c. The Union shall certify to the City the minimum rates of pay for each comparable outside craft for the period set out above as soon as such rates become available to the Union.
 - d. The minimum hourly wage rate for each craft that shall be used to determine the City's wage rates for each craft shall be calculated as follows: the minimum rate of pay for each comparable outside craft that the Union certifies to the City shall be reduced by an amount equal to any reduction or elimination of any Fund Contribution below the aggregated amount per hour for all Fund Contributions contributed to the respective craft's Health and Welfare

Fund, Pension Fund, Vacation Fund and Annuity Fund, ~~as of June 1, 2000.~~ As of June 1, ~~2000~~2009, the aggregated amount of Fund Contributions for the following crafts are as

follows:

Painter		\$ 7.25 <u>14.85</u>
Cement Finisher	8.75 <u>15.84</u>	
Carpenter		8.93 <u>17.62</u>
Bricklayer		6.85 <u>14.24</u>
Sewer Mason		6.85 <u>14.24</u>
Ironworker		10.18 <u>19.99</u>
Painter Leadworker, House		7.25 <u>14.85</u>
Painter, Bridge and Iron		7.25 <u>14.85</u>
Painter Leadworker, Bridge and Iron		7.25 <u>14.85</u>
Painter Supervisor, House		7.25 <u>14.85</u>
Painter Supervisor, Ironwork		7.25 <u>14.85</u>
Carpenter Leadworker		8.93 <u>17.62</u>
Carpenter Supervisor		8.93 <u>17.62</u>
Ironworker Supervisor		10.18 <u>19.99</u>

2. A Carpenter Supervisor shall be paid at either an hourly rate of fifty cents (\$0.50) more than the hourly rate of the job classification of the highest paid employee he/she has been assigned for a full day by the Division to supervise or the hourly rate of Pay Range 991, whichever is greater.
3. A Painter, Leadworker, Bridge and Iron shall be paid at an hourly rate of eighteen cents (\$0.18) more than the hourly rate of Painter, Bridge and Iron.
4. A Painter Supervisor, Iron Work, shall be paid at an hourly rate equal to the hourly rate of Painter, Bridge and Iron plus the difference between the hourly rate for a City Carpenter Supervisor and the hourly rate for a City Carpenter.
5. A Painter Supervisor, House, shall be paid at an hourly rate equal to the hourly rate of the Painter plus the difference between the hourly rate for a City Carpenter Supervisor and the hourly rate for a City Carpenter.
6. An employee in the Painter job classification shall receive an additional thirty cents (\$0.30) per hour during the time period he/she is assigned to operate the spray equipment and is actually performing the spraying and cleaning of the spray equipment.
7. An employee in the Painter, Leadworker, House job classification shall receive an additional thirty cents (\$0.30) per hour during the time period he/she is **either** assigned to operate the spray

equipment and is actually performing the spraying and cleaning of the spray equipment **or** is leading a crew who is actually performing the spraying and cleaning of the spray equipment.

8. An employee in the Painter Supervisor, House job classification shall receive an additional thirty cents (\$0.30) per hour for the entire regular day when a Painter or Painter, Leadworker, House receives the task rate as specified in subsection 7 or 8, above.
9. When the Division assigns an employee to perform Carpenter Leadworker duties, he/she shall be paid at a rate equivalent to 93% of the Carpenter Sub-Foreman wage rates under the MB & CTC Heading and Corresponding Title: "Bridge & Bldgs." "Marine" and "Shaft and Tunnel Construction" Labor Service.
10. Rates for employees covered by this Agreement are based on a wage offset in recognition of additional general City benefits.
11. The wages of employees shall be paid biweekly.
12. The City reserves the right to make corrections of errors to the Prevailing Wage and/or Salary Ordinances.
13. Employees performing lead abatement duties which under federal regulations require the use of respirators and personal protective clothing shall receive an additional \$0.35 per hour while performing such duties. Employees shall not be eligible for the additional pay when occupying and performing the duties of the following classifications: Painter, Bridge and Iron, Painter Leadworker, Bridge and Iron, and Painter Supervisor, Iron Work.
14. The Painter Leadworker position in the Infrastructure Division that received limited additional supervisory duties and responsibilities shall be paid \$1.12 per hour more than the highest painter classification it supervises.

ARTICLE 10

SHIFT, WEEKEND AND HOLIDAY DIFFERENTIAL

1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
 - c. Second shift - 3:00 p.m. to 11:00 p.m. - 40¢ per hour.
 - d. Third shift - 11:00 p.m. to 7:00 a.m. - 45¢ per hour.
2. An employee who is on paid vacation, holiday, sick leave or funeral leave during a period in which his/her regular shift assignment is the second or the third shift shall receive any second or third shift premium pay that he/she would have received had he/she not been on such paid leave.
3. In addition to base salary and whatever second or third shift premium pay that may be earned under subsection 1.a. or 1.b., above, an employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift on Saturday or Sunday shall be paid the following weekend differential premium for all the hours worked during that shift:
 - c. Saturday work - 3:00 p.m. to 11:00 p.m. - 50¢ per hour.
 - d. Sunday work - 11:00 p.m. to 7:00 a.m. - 60¢ per hour.
4. An employee performing work compensated under the OVERTIME Article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

ARTICLE 11

OVERTIME

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

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

of pension benefits or other fringe benefits.

ARTICLE 12

CALL-IN PAY

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

ARTICLE 13

VACATION

1. ~~The City will grant vacations to eligible full time employees annually in accordance with the following schedule of service computed from the employee's last hiring date as a full time employee in City's service.~~

Maximum Vacation		
Service Years	Entitlement/Annum	Earned at the Rate of
1 - 4	10 days	1 day/mo. of service
5 - 9	15 days	1.25 days/mo. of service
10 - 16	20 days	1.67 days/mo. of service
17 - 21	25 days	2.08 days/mo. of service
22 and over	30 days	2.5 days/mo. of service

2. ~~Effective Pay Period 1, 2006, a~~Accrual of vacation shall be on a pay period basis. Employees shall earn vacation in the following manner:

- a. 3.1 hours per pay period for employees who have completed less than 4 years' active service;
- b. 4.7 hours per pay period for employees who have completed at least 4 but less than 9 years of active service;
- c. 6.2 hours per pay period for employees who have completed at least 9 but less than 16 years of active service;
- d. 7.7 hours per pay period for employees who have at least 16 but less than 21 years of active service;
- e. 9.3 hours per pay period for employees who have completed at least 21 years of active service.

32. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rates specified in paragraph 6, above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro-rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual. Upon

request the City shall credit the vacation accounts of eligible employees who are off the payroll for participation in City-Union contract negotiations for such time off the payroll.

43. The maximum amount of vacation an employee can maintain in his/her vacation account shall be as follows:

- a. 120 hours for employees who have completed less than 4 years of active service.
- b. 160 hours for employees who have completed 4 years of active service but less than 9 years of active service.
- c. 200 hours for employees who have completed 9 years of active service, but less than 16 years of active service.
- d. 240 hours for employees who have completed 16 years of active service but less than 21 years of active service.
- e. 280 hours for employees who have completed 21 years of active service

54. ~~Effective Pay Period 1, 2006, vacation earned by an employee in 2005 for use in 2006 and any unused 2005 vacation, up to the maximums as specified in paragraph 8, below, shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Division Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted~~

5. Annual vacation time taken, except for separation from service as provided in subsection ~~108~~, shall be limited to the maximums noted above.

6. Eligibility for an initial vacation shall be after an employee has completed twelve months of service after appointment, but accumulations shall be retroactive to the time of appointment.

7. The City will schedule vacations in accordance with departmental requirements. It will make every reasonable effort to avoid changes in an employee's work schedule, which would require an employee to work during a previously scheduled vacation of five (5) days or more duration.

~~8. Prior to Pay Period 1, 2006, a vacation not taken in the year following the employee's anniversary date of the year when it is earned is forfeited, except that an employee will be allowed to carry over into the first quarter of an ensuing year up to one week of vacation. Such vacation entitlement, which is carried over shall be utilized within the first three (3) months of the ensuing~~

year, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled vacations for the current year.

98. 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.
109. 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.
110. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.

ARTICLE 14

HOLIDAYS

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

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

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

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

ARTICLE 15

SICK LEAVE

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

6. The City may require employees to provide acceptable medical substantiation from a private physician for each absence, regardless of duration if it is informed that the employee is misusing sick leave. Under such circumstances, the City shall not be responsible for the payment of any fee charged by the physician.
7. When sick leave extends beyond three (3) consecutive workdays acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
8. When acceptable medical substantiation from an employee's private physician is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided herein until he/she is in compliance with such requirement.
9. If the employee who has been paid sick leave effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the sick leave account of the employee the days, which were charged to the account.
10. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City by general rule and without further negotiation, shall make a downward adjustment in the rates of pay hereunder to make the payments more nearly conform to the concept of an obligation for replacement pay.
11. SICK LEAVE CONTROL INCENTIVE PROGRAM
 - a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 3, ~~2004~~2007, and ending at the end of Trimester 2, ~~2007~~2010. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 2, ~~2007~~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 27, whichever is appropriate.

- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
 - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence, and was not suspended from duty for disciplinary reasons; and
 - (2) The employee was in active service for the full term of the trimester; and
 - (3) The employee was represented by the Milwaukee Building and Construction Trades Council for at least seven pay periods of the trimester period; and
 - (4) At the end of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 24 days.
- d. In each of the Trimester periods set forth in subsections a. and b., above, that an employee is eligible for the sick leave control incentive program (SLIP) benefit, he/she shall elect either a special incentive leave or special sick leave incentive payment.
 - (1) If an employee elects a special sick leave incentive payment, he/she shall receive a lump-sum cash payment equivalent to eight hours of his/her base salary. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.
 - (2) If an employee elects a special incentive leave, he/she shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor reasonable

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

ARTICLE 16

DUTY-INCURRED DISABILITY PAY

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

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

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

ARTICLE 17

LEAVE OF ABSENCE FOR MILITARY TRAINING

AND/OR CIVIL DISTURBANCE

1. Short Term Military Leave of Absence (Reserve or National Guard Duty) -- Less Than 90 Days Per Calendar Year
 - a. Subject to the terms and conditions provided under 1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.
 - b. Maximum Amount of Time Off With Pay
 - 1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.
 - 2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.
 - c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under 1.b. In all other cases, the employee agrees to allow a payroll adjustment to

their biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under 1.b.), and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.

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

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

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

(1) Reinstatement From Military Reserve or National Guard Duty

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

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

hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

(b) All Other Active Duty

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

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

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

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

(3) Exclusions From Reinstatement Benefits

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

3. An employee shall be allowed to attend military funerals of veterans without loss of pay when a

request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.

4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; but time off with pay shall be granted only for examinations conducted by a United States military agency.
5. The City shall have the authority to establish rules and procedures that it deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 18

JURY DUTY LEAVE

1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.
2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.
3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.

ARTICLE 19

FUNERAL LEAVE

1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's grandparents.
- b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. ~~Effective at the beginning of the pay period following execution of the 2004 2007 City Union Agreement, The terms~~ "brother-in-law" and "sister-in-law" shall include an employee's spouse's sibling's spouse.

2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three workdays with pay; these workdays shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.
3. In the case of a death of the employee's grandparents, the employee may use one workday with pay to attend the funeral of that grandparent.
4. The Employee Relations Director is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.
5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 20

PENSION BENEFITS

1. Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. Except for the following changes enumerated below, these pension benefits shall continue unchanged during the term of this Agreement:
 - a. ~~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.~~
 - ~~_____~~ b. 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 between on and after August 1, 2004, and July 31, 2007.

ARTICLE 21

HEALTH INSURANCE

1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the ~~2003-2004~~2004-2007 City/Union Agreement, except for the following changes in these benefits:

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

"Hospital Surgical-Medical Contract Base Coverage". part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged, except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased from 80% of one thousand dollars (\$1,000) of charges to 80% of two thousand dollars (\$2,000) of charges.

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

employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (5) In conjunction with and for the length of the UR/CM program, the City will incorporate changes in plan design that facilitate cost reductions through the use of alternative medical care facilities or medical procedures as prescribed by an employee's physician and approved by UR/CM. These alternatives will be paid for at 100%. Any second surgical opinion required by UR/CM will be paid for at 100%.
- (6) A medical "hot-line" shall be established by the City. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.
- (7) The major medical deductible shall be increased to \$100 per person, \$300 per family maximum on the Basic Plan.
- (8) Transplant Benefits
 - (a) Medically necessary human-to-human heart transplants shall be added as a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review Case Management Program set forth in subsection 1.a.(5) of this Article, above.
 - (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.
- (9) The lifetime maximum under the Major Medical Coverage portion of the Basic Plan shall be increased to \$500,000.

(10) ~~Effective January 1, 2006, i~~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.

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in 1.b.(2), hereunder, An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in 1.b.(3), hereunder, The benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee Request for Proposals from Health Maintenance Organizations, except for the following changes in benefits, consistent with the City of Milwaukee Request for Proposals from Health Maintenance Organizations Seeking Contracts to Participate in the City Employee Health Benefit Program, 1999-2000, Exhibit C. ~~The benefit changes shall be as follows:~~

~~Change \$2,700 for transitional treatment to 20 visits at 100%; change \$1,800 for Outpatient visits to 25 visits at 100%; change \$2,000 for additional outpatient visits at 50% co pay to 27 visits at 50% co pay for non inpatient services; and change \$6,300 for Inpatient hospitalization to 20 days at 100%.~~

(2) Effective upon the execution date of the 2007-2010 Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any

references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.

(3) Effective the first full month following execution of the Agreement the following co-payments shall be implemented:

(a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 1.b.(3)(b) and (c), hereunder.

(b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.

(c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.

(d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit.

(e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:

i. Tier 1 co-payment equal to \$5.00;

ii. Tier 2 co-payment equal to \$17.00;

iii. Tier 3 co-payment equal to \$25.00;

iv. Legend Drugs co-payment equal to \$5.00;

v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the

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

d. Prepaid Dental Plans (PDP)

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

e. Cost Containment Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections l.a. through l.d..
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measure it deems necessary.

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

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

2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than 20 hours per week or whose normal hours of work average twenty (20) hours per week on a year-round

basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option.

- b. An employee shall not be eligible for the benefits provided in subsection 1, above, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 1.c. or 1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to Dental Plan benefits.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 1.a. or 1.b., for the term of this Agreement, provided, however, that such employees shall not be eligible to enroll in any narrow network option under the Basic Plan that is available to active employees under Subsection 1.a. (10).
- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 1.a. or 1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. Thereafter, such individuals shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective Agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection

1.a. and 1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.

3. Cost of Coverage - Health Insurance Plans

a. Employees in Active Service

- (1) For employees enrolled in the Basic Plan B between August 1, 20042007, and December 31, 2005, the first full calendar month following execution of the Agreement

(a) For Employees Enrolled in the Basic Plan

Except as provided in subsection 5., below, between August 1, 20042007, and ~~December 31, 2005~~the first full month following execution of the Agreement, an ~~employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$60.00 per month for single enrollment when such employee's enrollment status is single and \$120.00 per month for family enrollment when such employee's enrollment status is family.~~ 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. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

- (b) Except as provided in subsection 5., below, effective the first full calendar month following execution of the Agreement 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.

(c) Except as provided in subsection 5, below, effective the first full calendar month following implementation of the annual HRA, but not sooner than January 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

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

ii. The employee contributions shall 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.

(b) For Employees Enrolled in a Health Maintenance Organization Plan:

(i) Single Enrollment Status

~~Except as provided in subsection 5., below, between August 1, 2004, and December 31, 2005, the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of up to 100% of the respective calendar year monthly subscriber cost of single enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest single 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.~~

~~(ii) Family Enrollment Status~~

~~Except as provided in subsection 5., below, between August 1, 2004, and December 31, 2005, the City will contribute an amount towards meeting the subscriber cost for family enrollment in the HMO Plan elected of up to 100% of the respective calendar year monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest 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.~~

(2) For employees enrolled in an HMO Plan, Bbetween January August 1, 20062007, and July December 31, 20072008

(a) Single or Family Enrollment in a Health Maintenance Organization Health Care Plans

(i) Effective January Between August 1, 20062007, and December 31, 2008, except as provided in subsection 5., below, the City will contribute an amount towards meeting the monthly subscriber cost of single or family enrollment (whichever is applicable) 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 or family enrollment in excess of the cost of the health care plan having the lowest single or family subscriber cost to the City shall be paid by the employee.

~~(ii) Effective January 1, 2006, except as provided in subsection 5., below, the City will contribute an amount towards meeting the monthly subscriber cost of family enrollment in the plan selected by active employees of 100% of the monthly subscriber cost of family enrollment in the health care plan offered by the City having the lowest family enrollment subscriber cost to the City. Any subscriber costs for family enrollment in excess of the cost of the plan having the lowest family subscriber cost to the City shall be paid by the employee.~~

(b) For Employees Enrolled in a Health Maintenance Organization Plan between January 1, 2009 and the expiration of the Agreement. Except as provided in section 5, below, effective January 1, 2009, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

(c) Except as provided in section 5, below, effective the first full calendar month following Implementation of the annual HRA but not sooner than January 1, 2009, an employee enrolled in an HMO plan shall contribute the following amounts:

i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 3.a(2)(c) i, above, for each adult (maximum of two, excluding dependent children) who chooses not to fully

participate in and complete the HRA.

iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.

(d) In addition to the amounts specified in subsections 3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

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

- (3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.
- (4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. ~~Between August 1, 2004, and December 31, 2005, the City's and the employee's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsections 3.a.(1)(a) and (b2), above. Effective January 1, 2006, the City's contribution towards the cost of maintaining the benefits during this period shall be~~

~~as provided for in subsection 3.a.(2), above.~~ An employee who returns from an unpaid medical leave, during which he or she received health insurance benefits under this subsection (3.a.(4)), must physically be at work for at least 40 hours in order to be eligible for another six months of health insurance benefits under this subsection. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Between August 1, 2004, and December 31, 2005

Depending on the individual's single/family enrollment status for a calendar year, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article, above. ~~Effective January 1, 2006, depending on the individual's single/family enrollment status for a calendar year, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article, above,~~ provided, however, that duty disability retirees shall not be eligible to enroll in any narrow network option under the Basic Plan that is available to active employees under Subsection 1.a. (10).

c. Employees Who Retire Between August 1, ~~2004~~2007, and July 31, ~~2007~~2010

(1) ~~For eligible employees who retire under subsections 2.e. or 2.f., above, between August 1, 2004, and December 31, 2004, the City will contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan during the period after retirement the retiree is at least age 55 but less than age 65. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.~~

—(2) Eligible employees under subsections 2.e. or 2.f. who retire between August ~~January~~ 1, ~~2005~~2007, and July 31, ~~2007~~2010, and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month

for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

(32) ~~For eligible employees under subsections 2.e. or 2.f. who retire between January 1, 2005 and July 31, 2007 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 1.a. or b., above, having the lowest single enrollment subscriber cost for retirees to the City.~~ For eligible employees under subsections 2.e. or 2.f. who retire between January August 1, 20052007, and December July 31, 20062010, and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 1.a. or 1.b., above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan.

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

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

(5) Surviving Spouse

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

4. Cost of Coverage -- Dental Plan

Except as provided in subsection 5, during the term of the ~~2004-2007~~-2010 Agreement, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

5. Pro rata Credit for Half-time Employees

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

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 1., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the

maximum City contributions provided in subsections 3., 4., and 5., above, for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under subsections 3., 4., and 5., of this Article, if the provision was not in effect.

7. Non-Duplication

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

8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 1.a. or 1.b., above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their

coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first twelve (12) months of an employee's authorized leave of absence.

9. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 1., above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

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

11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from August 1, ~~2004~~2007, through July 31, ~~2007~~2010.

ARTICLE 22

LIFE INSURANCE

1. Amount of Life Insurance Coverage

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

2. Adjustment of Coverage

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

fourteen (14) and then multiplied by three hundred and sixty-five (365).

3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided in subsection 3.b. through 3.f. of this Article, below, employees who choose to elect the amount of life insurance coverage provided in subsection 1., above, must appear on the City's regular payroll as full-time (40 hours per week) employees for 180 consecutive calendar days or as half-time (at least 20 hours per week) employees for 365 consecutive calendar days following the initial date of their employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage benefits provided in subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.
- f. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended -- a copy of this subsection is attached to this Agreement as Appendix 'B', shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

4. Cost of Life Insurance Coverage

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

5. Conditions and Limitations on Benefits

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

6. Right of City to Change Carrier

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

ARTICLE 23

TERMINAL LEAVE

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

ARTICLE 24

SAFETY SHOE ALLOWANCE PROGRAM

1. An employee who works in a classification, which requires the wearing of an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:
 - a. One pair of safety shoes must be purchased before the safety shoe allowance can be granted.
 - b. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1967/75 or ANSI Z41PT83 (751b impact test rating).
 - c. A dated receipt bearing the name of the employee, which clearly shows that one pair of ANSI or USAS Z41.1-1967/75 or ANSI Z41 PT83/75 safety shoes have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.
 - d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.
 - e. The style of the shoe must meet Bureau requirements.
 - f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.
 - g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.
2. Those bureaus and operations, which have had previous programs and procedures for the purchase of safety shoes will not be affected by the above program. No employee may participate in more than one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.
3. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to one hundred and fifteen dollars (\$115) per calendar year. An employee may purchase up to two pairs of safety shoes per calendar year, provided they are purchased at the same time. This allowance shall be paid to those employees

who comply with the rules stated in subsection 1, above.

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

ARTICLE 24A

CLOTHING AND GLOVE ALLOWANCE AND COVERALLS

1. The City shall provide clean coveralls to Painters, Bridge and Iron, assigned to perform lead removal duties. The coveralls shall be provided on a frequency to be determined by the City. Employees shall be required to follow all administrative procedures for the provision of the coveralls as established by the City.
2. The city shall provide each employee in the bargaining unit an allowance of \$60 per year. Pro-rata payment adjusted to the nearest calendar month on the basis of length of service shall be made for employees with less than a full calendar year of service. For purposes of prorating, an employee on the payroll for at least 15 days in a calendar month shall be considered to have been in active service for the full calendar month. An employee on the payroll for less than 15 days in a calendar month shall be considered to not have been in active service at all during that calendar month. The clothing allowance shall not be pensionable and shall not be included in the computation of any fringe benefit.

ARTICLE 25

TUITION AND TEXTBOOK REIMBURSEMENT

1. Tuition and textbook reimbursement shall be in accordance with Veteran's Administration benefits pertaining thereto. In no event shall there be any duplication of these benefits paid to the employee.
2. In the event that an employee is ineligible to receive tuition reimbursement under the provisions of subsection 1, above, and meets the criteria of subsection 3 and 4 below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$700 per year of which \$150 may be used for reimbursement of costs for laboratory fees and required textbooks.
3. In order for the employee's courses of study to qualify for reimbursement under subsection 2., above, the following criteria must be satisfied:
 - a. All course work and related homework must be done on the employee's own time.
 - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position.
 - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations. However, courses offered through Union training programs that are directly related to an employee's trade and that are approved by management may be taken, contingent upon the establishment of reasonable course costs and the establishment of criteria acceptable to the City, for successful course completion.
 - d. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City no later than four (4) weeks following the starting date of the course for which reimbursement is requested. All receipts for tuition and required textbooks must be submitted with the application within this four-week time limitation. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.
 - e. An employee shall submit the official grade report to a City-designated administrator within

eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:

- (1) A grade of "C" or higher is received and such course of study is an undergraduate course of study; or
- (2) A grade of "B" or higher is received and such course of study is a graduate course of study; or
- (3) When grades are not given or the course of study taken is a non-credit one then the employee must present to aforesaid City-designated administrator within the time limit above described a written statement from the course's instructor that the employee has satisfactorily completed the course of study.

4. An employee must remain in service for a six-month period after receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
5. Payment of reimbursement described under subsection 2., above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. However, the City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Decision Unit. If the employee does not meet the criteria specified in section 3., above, payment will be deducted from the employee's paycheck.
6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 26

SAFETY

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

ARTICLE 27

SENIORITY FOR LAYOFF PURPOSES

1. Seniority for layoff purposes is the relative status of an employee based upon the his/her regular appointment date to his/her current classification within the Union bargaining unit to which will be added, in case of a reduction of an affected employee to a lower classification, the seniority the affected employee had in other classifications within the Union bargaining unit.
2. Upon reduction in supervisory and/or managerial positions, a supervisory or managerial employee affected may be returned to a classification he/she previously held in the Union bargaining unit. An employee promoted to a management or supervisory position, from a position within the Union bargaining unit, shall retain his/her Union bargaining unit seniority accrued prior to the date of the promotion and shall continue to accumulate seniority for not more than two calendar years. Thereafter, he/she shall retain, but not continue to accumulate, seniority while in a management or supervisory position.
3. Should the City find it necessary to effect a reduction in its work force, it shall give the Union notice and in no case less than four (4) weeks prior to the effective date of the layoff of the initially affected employees. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with current seniority lists for the bargaining unit.
4. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.
5. When layoffs occur in jobs or are occasioned by layoffs in bureaus where seasonal fluctuations are traditional, the provisions of sections 3 and 4 as regards to notice by the City and the requirements of meeting with the Union shall not apply.
6. In the event of a non-seasonal layoff, when it becomes necessary to reduce the work force in a particular classification within this bargaining unit, the employee with the least seniority in that

classification shall be laid off. The affected employee shall displace the least senior employee holding a position in a classification within the Union bargaining unit, which the affected employee previously held if:

- 1) The affected employee has more seniority;
- 2) The affected employee is capable of performing the job of the employee with lesser seniority; and
- 3) The classification to which the employee transfers or bumps to is in the same or lower pay range than pay range of the current classification of the affected employee.

7. In the event of a seasonal layoff of an employee with seniority status in this bargaining unit, other bargaining units and or management, the employee will continue his/her layoff/recall rights as historically exercised in the department so long as the effective labor agreement between the City and the other union involved does not prohibit employees from this union from bumping to positions in the other bargaining unit. An employee shall no longer exercise such seniority bumping rights after achieving year-round status for two consecutive seasons.

8. Breaks in Seniority

a. Seniority in the Union bargaining unit shall be broken if an employee:

- (1) Retires;
- (2) Resigns from City employment;
- (3) Is discharged and the discharge is not reversed;
- (4) Is terminated during his/her initial probationary period;
- (5) Is not recalled from a layoff for a period of three (3) years.
- (6) Is recalled from a layoff and does not report for work within three (3) calendar weeks;
- (7) Does not return at the expiration of a leave of absence.

b. Seniority in a classification within the Union bargaining unit shall be broken if an employee:

- (1) Falls within any category listed in subsection 9.a., above;
- (2) Is terminated during a probationary period;
- (3) Is demoted and the demotion is not reversed; or
- (4) Takes a voluntary demotion.

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

9. An affected employee who bumps to a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the classification falls. In no event shall an employee, by application of this provision, be paid in excess of the rate of pay they were earning prior to their reduction.
10. Recall to the classification a laid-off employee held shall be by application of seniority in reverse order of layoff.
11. Employees in an affected classification having the same starting date shall have their seniority status determined by their examination grade and where grades do not prevail, seniority shall be determined by lot at the Division of Labor Relations with a Union representative or a Union Steward present.
12. An employee hired on an exempt basis by the City directly into a manpower program or training project, such as the Comprehensive Employment Training Act, which depends for its continued existence on the availability to the City of federal or state funds is not to be regarded as subject to the protection of the provisions of this Article. However, an employee transferred into a manpower program or training project shall continue to accrue seniority during the course of their service in a manpower program or training project and shall be regarded as subject to the protection of the provisions of this Article.
13. An employee hired or promoted by the City on a regular appointment basis under City Service Commission rules and regulations into a program or project which depends for its continued existence on the availability to the City of federal or state funds shall be regarded as subject to the protection of the provisions of this Article. An employee who is transferred into one of these programs or projects who has attained City Service status at the time of entry into the program or project shall continue to accrue seniority during the course of their service in the program or

project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the protection of the provisions of this article upon mutual consent of the City and the Union.

ARTICLE 28

AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 29

ORDINANCE AND RESOLUTION REFERENCE

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

ARTICLE 30

SUBORDINATE TO CHARTER

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

ARTICLE 31

BUS DISCOUNT FARE PROGRAM

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

ARTICLE 32

AID TO CONSTRUCTION

For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on ~~April 18, 2005~~_____.

ARTICLE 33

WAIVER OF NEGOTIATIONS

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

ARTICLE 34

SAVINGS CLAUSE

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

ARTICLE 35

ENTIRE AGREEMENT

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

ARTICLE 36

RETROACTIVE WAGE PAYMENTS

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

ARTICLE 37

LONG TERM DISABILITY PROGRAM

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

Witness the hands and seals of the parties hereto this _____ day of _____, 2009.

MILWAUKEE BUILDING AND
CONSTRUCTION TRADES COUNCIL

CITY OF MILWAUKEE
A Municipal Corporation

BY: _____
Lyle Balestreri
President

Maria Monteagudo
Director of Employee Relations

Troy M. Hamblin
City Labor Negotiator

Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

Tom Barrett, Mayor

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

Ronald D. Leonhardt, City Clerk

W. Martin Morics, Comptroller

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

07-10 WORKCOPY MBCTC

SIGNATURES

APPENDIX 'A'

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

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

Sewer Mason, PR 989

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

Ironworker, PR 990

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

Carpenter Supervisor, PR 991

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

Ironworker Supervisor, PR 992

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

APPENDIX 'B'

36.02 RETIREMENT SYSTEM, CITY OF MILWAUKEE

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

Appendix 'C'

Wellness and Prevention Committee

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

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

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

The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association, one from the Milwaukee Professional Firefighters Association 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 polices associated with the selection procedures. The City shall not spend more than two million dollars, including the cost of conducting the HRA, on the Wellness and Prevention Program.

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MILWAUKEE (City)

and

MILWAUKEE BUILDING & CONSTRUCTION TRADES COUNCIL (Union)

The City and Union have reached agreement on all items of the collective bargaining agreement for the time period commencing August 1, 2007, and ending July 31, 2010.

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 ____ day of _____, 2009.

Union Representatives	City Representatives

JJA
07-10 WC
labr/mbctc

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and
Milwaukee Building and Construction Trades Council

2004-2007-2010

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MEMORANDUM OF UNDERSTANDING**Between****THE CITY OF MILWAUKEE (City)****and****MILWAUKEE BUILDING & CONSTRUCTION TRADES COUNCIL (Union)**

The City and Union have reached agreement on all items of the collective bargaining agreement for the time period commencing August 1, 2007, and ending July 31, 2010.

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 18th day of June, 2009.

Union Representatives	City Representatives
<i>Jyh A. Baturin</i>	<i>Joseph Alvarado</i>

JJA
07-10 WC
labr/mbctc

March 16, 2007

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

Dear Mr. Owczarski:

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

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

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

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

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

Sincerely

Troy M. Hamblin
Labor Negotiator

TMH:JAA:lk

Open negotiation letter_ City Clerk_3-16-07
labr/lbr

June 15, 2009

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

RE: File No. 070017

Dear Committee Members:

To implement the 2007 and 2008 rates of pay provided in the Base Salary provision of the 2007-2009 labor agreement between the City of Milwaukee and the Milwaukee Building and Construction Trades Council, we are requesting your approval of the following amendments to Section 26 of the Salary Ordinance.

Effective Pay Period 16, 2007 (July, 29 2007):

1. Delete the rates under Pay Range 981 and substitute therefore the following: \$24.50
2. Delete the rates under Pay Range 982 and substitute therefore the following: \$25.62
3. Delete the rates under Pay Range 983 and substitute therefore the following: \$24.88
4. Delete the rates under Pay Range 984 and substitute therefore the following: \$25.21
5. Delete the rates under Pay Range 985 and substitute therefore the following: \$27.26
6. Delete the rates under Pay Range 986 and substitute therefore the following: \$26.14
7. Delete the rates under Pay Range 987 and substitute therefore the following: \$25.39
8. Delete the rates under Pay Range 988 and substitute therefore the following: \$27.97
9. Delete the rates under Pay Range 989 and substitute therefore the following: \$30.02
10. Delete the rates under Pay Range 990 and substitute therefore the following: \$27.51
11. Delete the rates under Pay Range 991 and substitute therefore the following: \$28.90

12. Delete the rates under Pay Range 992 and substitute therefore the following: \$29.41
13. Delete the rates under Pay Range 993 and substitute therefore the following: \$27.52

Effective Pay Period 16, 2008 (July, 27 2008):

1. Delete the rates under Pay Range 981 and substitute therefore the following: \$25.76
2. Delete the rates under Pay Range 982 and substitute therefore the following: \$26.59
3. Delete the rates under Pay Range 983 and substitute therefore the following: \$26.14
4. Delete the rates under Pay Range 984 and substitute therefore the following: \$26.48
5. Delete the rates under Pay Range 985 and substitute therefore the following: \$28.66
6. Delete the rates under Pay Range 986 and substitute therefore the following: \$27.19
7. Delete the rates under Pay Range 987 and substitute therefore the following: \$26.66
8. Delete the rates under Pay Range 988 and substitute therefore the following: \$29.38
9. Delete the rates under Pay Range 989 and substitute therefore the following: \$31.07
10. Delete the rates under Pay Range 990 and substitute therefore the following: \$28.56
11. Delete the rates under Pay Range 991 and substitute therefore the following: \$30.09
12. Delete the rates under Pay Range 992 and substitute therefore the following: \$30.46
13. Delete the rates under Pay Range 993 and substitute therefore the following: \$28.64

Effective Pay Period 16, 2009 (July, 26 2009):

1. Delete the rates under Pay Range 981 and substitute therefore the following: \$26.43
2. Delete the rates under Pay Range 982 and substitute therefore the following: \$27.46
3. Delete the rates under Pay Range 983 and substitute therefore the following: \$26.81
4. Delete the rates under Pay Range 984 and substitute therefore the following: \$27.14
5. Delete the rates under Pay Range 985 and substitute therefore the following: \$29.42
6. Delete the rates under Pay Range 986 and substitute therefore the following: \$27.85
7. Delete the rates under Pay Range 987 and substitute therefore the following: \$27.32
8. Delete the rates under Pay Range 988 and substitute therefore the following: \$30.13

9. Delete the rates under Pay Range 989 and substitute therefore the following: \$32.85
10. Delete the rates under Pay Range 990 and substitute therefore the following: \$28.98
11. Delete the rates under Pay Range 991 and substitute therefore the following: \$30.84
12. Delete the rates under Pay Range 992 and substitute therefore the following: \$30.88
13. Delete the rates under Pay Range 993 and substitute therefore the following: \$29.35

If you have any questions regarding the above changes to the Salary Ordinance, please contact me or Joe Alvarado of my staff at extension 2105.

Sincerely,

Troy M. Hamblin
Labor Negotiator

cc: Fay Wragg
Chuck Schumacher
Marie Pettigrew
Lyle Balistreri
Melody Johnson
Gloria Ng
Jackie Semons

TMH:JJA:lk

07-09 salord
labr/mbctc/2007-2009/Contract implementation

bcc: Dennis Yaccarino

Finance & Personnel Committee

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 070023

File ID: 070023

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: DEPARTMENT OF
EMPLOYEE
RELATIONS

Cost:

File Created: 04/17/2007

File Name:

Final Action:

Title: Substitute resolution to ratify and confirm the final 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: Dept. of Employee Relations Cover Letter.DOC
,2007-2009 Salary Ordinance amendments ,Letter
from Dept of Employee Relations ,Summary of
Wages and Fringe Benefits ,Wellness and
Prevention program information ,Letter from Local
494 ,Agreement ,Signed Memorandum of
Understanding ,Fiscal Note ,Hearing Notice List

Enactment Number:

Drafter: jaa

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	04/17/2007	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	04/18/2007	REFERRED TO	LABOR RELATIONS DIVISION	05/18/2007	06/29/2009	
	Action Text:	This Resolution was REFERRED TO to the LABOR RELATIONS DIVISION due back on 5/18/2007					
0	FINANCE & PERSONNEL COMMITTEE	06/25/2009	HEARING NOTICES SENT		07/01/2009		
1	CITY CLERK	06/29/2009	DRAFT SUBMITTED				
	Action Text:	This Resolution was DRAFT SUBMITTED					

0 FINANCE & 07/01/2009
PERSONNEL
COMMITTEE

Text of Legislative File 070023

..Number
070023
..Version
SUBSTITUTE 1
..Reference

..Sponsor
THE CHAIR
..Title

Substitute resolution to ratify and confirm the final 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 memorandum of understanding 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, 2007, and ending May 31, 2010.

..Body

Whereas, The total agreement between the city negotiating team and Local 494, IBEW, AFL-CIO, Electrical Group, for the period commencing June 1, 2007, through May 31, 2010, has been reduced to writing; and

Whereas, Memoranda of Understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 070023 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 memoranda of understanding and a copy of a letter to that effect is attached to Common Council File No. 070023 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:
070023 res

June 24, 2009

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

Re: Common Council File 070023

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, 2007, to May 31, 2010.

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, Venu Gupta, Carrie Lewis
Dan Thomas, Dan Large

TMH:JJA
070023 FP ltr
labr/lo-494/2007-2009

CITY OF MILWAUKEE FISCAL NOTE

A) Date: 6-15-09File Number: 070023Original Fiscal Note ☒ Substitute ☐Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and LO494, IBEW, AFL-CIO.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:			\$1,054,298		4,210
Pensions:			150,146		539
Health Ins:			42,404		55,101
Life Ins:			4,358		17
Equip Repair:					
Other:					
Totals			\$1,251,205		\$59,867

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 \$625,131 and savings of \$81,016 will recur on an annual basis ('07, '08 and '09 repeats).

H) Computations used in arriving at fiscal estimate:

Current staffing and prior years' experience.

Please list any comments on reverse side and check here ☐

MEMORANDUM OF AGREEMENT

Between

THE CITY OF MILWAUKEE

and

LOCAL #494, IBEW, AFL-CIO

DEPARTMENT OF PUBLIC WORKS

ELECTRICAL GROUP

June 1, 2004 2007– May 31, 2007 2010

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

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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, ~~2004~~2007, and ending at 12:01 a.m. on June 1, ~~2007~~2010. 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.

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.

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.5., 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, ~~2004-2007~~- 9395% of the minimum hourly wage rate for the outside position of Journeyman Wireman.
2. Effective Pay Period 12, ~~2005-2008~~- 9395% of the minimum hourly wage rate for the outside position of Journeyman Wireman.
3. Effective Pay Period 1, ~~2006-2009~~- 95% of the minimum hourly wage rate for the outside position of Journeyman Wireman.
4. ~~Effective Pay Period 12, 2006- 95% of the minimum hourly wage rate for the outside position of Journeyman Wireman~~

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, ~~2004~~2007, up to and including May 31, ~~2007~~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 ~~\$5.94~~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 ~~\$5.94~~19.74 per hour as of June 1, ~~1990~~2009.

(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.

3. 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.

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 ~~57~~59% of the hourly rate of the outside Journeyman Wireman. The rate for step two shall be ~~61~~63% of the hourly rate of the outside Journeyman Wireman. The rate for step three shall be ~~66~~68% of the hourly rate of the outside Journeyman Wireman. ~~Effective Pay Period 1, 2006, the percentages of the hourly rate of the outside Journeyman Wireman upon which the rates for steps one, two and three of the Electrical Worker classification pay range are based shall be increased to 59%, 63% and 68%, respectively.~~
 - (b) An employee in this classification may be eligible for step four which is ~~71~~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. ~~Effective Pay Period 1, 2006, the percentage of the hourly rate of the outside Journeyman Wireman upon which the rate for step four of the Electrical Worker classification~~

~~pay range is based shall be increased to 73%.~~ 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.

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.

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. ~~Effective the pay period following execution of the 2004-2007 Agreement, a~~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 received 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, ~~2004~~2007, and ending at the end of Trimester 1, ~~2007~~2010. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 1, ~~2007~~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

- (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 28.15, below, 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. An employee shall earn vacation time during the term of this Agreement computed from his/her last anniversary date as follows:

- a. One day per month, with a maximum of 10 days per calendar year for employees with less than five years' creditable service;
- b. One and one half days per month with a maximum of 15 days per calendar year for employees with at least five but less than 10 years of creditable service;
- c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service.
- d. Two and one half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15 but less than 22 years of creditable service.
- e. Three (3) days per month with a maximum of 30 days per calendar year for employees with at least 22 years of creditable service.

28.2. Annual vacation time taken, except for separation from service as provided in Section 28.5., shall be limited to the maximums noted above.

28.63. 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.

28.74. 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.

28.85. 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.

28.96- 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.

28.107- 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.

28.118- 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.

28.129- All remaining accrued vacation may be selected in the months outside the prime periods.

28.1310- 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.

28.1411- 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.

28.1512- 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.

~~28.13. Effective Pay Period 1, 2006, 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.~~

~~28.14. 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.~~

~~28.15. 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.~~

~~28.16. 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, above, 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.~~

~~28.17 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.~~

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. ~~Effective at the beginning of the pay period following execution of the 2004 2007 City Union Agreement,~~ "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. 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.
- b. 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 ~~between June 1, 2004, and May 31~~ 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 ~~2003~~2004-
20042007 City/Union Agreement, and as follows:

- (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.
- (10) ~~Effective January 1, 2006, i~~n 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.

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.
- (2) Effective upon the execution date of the 2007-2010 Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from

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

(3) Effective the first full month following execution of the Agreement the following co-payments shall be implemented:

(a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 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, provided, however, that such employees shall not be eligible to enroll in any narrow network option under the Basic Plan that is available to active employees under Subsection 34.1.a. (10).
- 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.

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, 2004-2007, to through December 31, 2005 the first full calendar month following execution of the Agreement

(a) For Employees Enrolled in the Basic Plan

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. ~~an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$50.00 per month for single enrollment when such employee's enrollment status is single and \$100.00 per month for family enrollment when such employee's enrollment status is family.~~

(b) Except as provided in subsection 34.5., below, effective the first full calendar month following execution of the Agreement but prior to implementation of a Health Risk Assessment (HRA), ~~Effective January 1, 2005,~~ an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$60.00 ~~75.00~~ per month for single enrollment when such employee's enrollment status is single and \$120.00 ~~150.00~~ per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b)c) Except as provided in subsection 5, below, effective the first full calendar month following implementation of the annual HRA, but not sooner than January 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month when an employee's enrollment status is family.
- ii. The employee contributions shall 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) — (i) Single or Family Enrollment Status

Between June 1, 2007, and December 31, 2008, Except as provided in subsection 34.5., below, from June 1, 2004 through December 31, 2005, 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.

(ii) Family Enrollment Status

Except as provided in subsection 34.5., below, from June 1, 2004 through December 31, 2005, the City will contribute an amount towards meeting the subscriber cost for family enrollment in the

HMO Plan elected of 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest 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.

~~(c) Between January 1, 2006, and May 31, 2007~~

~~(ab) Single or Family Enrollment in Health Care Plans~~

~~(i) For Employees Enrolled in a Health Maintenance Organization Plan between January 1, 2009 and the expiration of the Agreement. Except as provided in section 5, below, effective January 1, 2009, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.~~

~~(c) Except as provided in section 5, below, effective the first full calendar month following Implementation of the annual HRA but not sooner than January 1, 2009, an employee enrolled in an HMO plan shall contribute the following amounts:~~

~~i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.~~

~~ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 3.a(2)(c) i, above, for each adult (maximum of two, excluding dependent children) who~~

chooses not to fully participate in and complete the HRA.

iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.

(d) In addition to the amounts specified in subsections 3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

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

~~Effective January 1, 2006, except as provided in subsection 34.5., below, the City will contribute an amount towards meeting the monthly subscriber cost of single enrollment in the plan selected by active employees of 100% of the monthly subscriber cost of single enrollment in the health care plan offered by the City having the lowest single 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.~~

~~(ii) Effective January 1, 2006, except as provided in subsection 34.5., below, the City will contribute an amount towards meeting the monthly subscriber cost of family enrollment in the plan selected by active employees of 100% of the monthly subscriber cost of family~~

~~enrollment in the health care plan offered by the City having the lowest family enrollment subscriber cost to the City. Any subscriber costs for family enrollment in excess of the cost of the plan having the lowest family subscriber cost to the City shall be paid by the employee.~~

(23) 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.

(34) 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. ~~From June 1, 2004 through May 31, 2007,~~ 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, 2004-2007 through May 31, 2007~~2010~~

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, above, provided, however, that duty disability retirees shall not be eligible to enroll in any narrow network option under the Basic Plan that is available to active employees under Subsection 34.1.a. (10).

c. Employees Who Retire Between June 1, 20042007, and ~~December~~ May 31, 2004~~2010~~

(1) ~~For eligible employees under 34.2.e. or 34.2.f. who retire between June 1,~~

~~2004, and December 31, 2004, the City shall contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan during the period after normal service retirement the retiree is less than age 65. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.~~

- (2) Eligible employees under subsections 34.2.e. or 34.2.f. who retire between January-June 1, 2005-2007, and May 31, 2007-2010, and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.
- (3) ~~For eligible employees under subsections 34.2.e. or 34.2.f. who retire between January 1, 2005 and May 31, 2007 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 1.a. or b, above, having the lowest single enrollment~~

~~subscriber cost for retirees to the City.~~ For eligible employees under subsections 34.2.e. or 34.2.f. who retire between ~~January~~ June 1, 2005~~2007,~~ and ~~December~~ May 31, 2006~~2010,~~ 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.

(34) 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.

(45) 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.

34.4. Cost of Coverage -- Dental Plan

From June 1, ~~2004~~2007, through May 31, ~~2007~~2010, 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.

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, ~~2004~~2007, and ending May 31, ~~2007~~2010.

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.
- 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.
- 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. ~~Effective for calendar year 2005 payments,~~
— 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.

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

Dated at Milwaukee, Wisconsin, this _____ day of _____, 2009.

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

07-09 LC/L0-494EG

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, 20042007, AND EXPIRING MAY 31, 20072009
(FOR INFORMATIONAL PURPOSES ONLY)

Pay Range 974

Official Rate - Hourly (Rate Effective Pay Period 12, ~~2004~~2007)

\$15.60	16.70	18.06	19.43
17.75	18.95	20.45	21.96

Official Rate -- Hourly (Rate Effective Pay Period 12, ~~2005~~2008)

\$16.06	17.18	18.59	20.00
18.37	19.62	21.18	22.73

Official Rate -- Hourly (Rate Effective Pay Period 1, ~~2006~~2009)

\$16.62	17.75	19.16	20.56
18.35	19.59	21.15	22.70

~~(4) Steps one, two and three of this pay range represent, respectively, 57%, 61% and 66% of the outside prevailing hourly rate for Journeyman Wireman.~~

~~(21) Effective Pay Period 1, 2006, s~~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.

~~(3) Step four of this pay range represents 71% 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.~~

~~(42) Effective Pay Period 1, 2006, s~~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.

~~(53) Effective Pay Period 8, 2000, a~~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.

Pay Range 975

| Official Rate - Hourly (Rate Effective Pay Period 12,~~2004~~2007)

\$12.73	15.27	19.09	22.91
14.29	17.15	21.43	25.72

| Official Rate – Hourly (Rate Effective Pay Period 12,~~2005~~2008)

\$13.10	15.72	19.65	23.58
14.79	17.75	22.19	26.62

| Official Rate – Hourly (Rate Effective Pay Period 1,~~2006~~2009)

\$13.38	16.06	20.07	24.09
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.

Pay Range 978

| Official Rate - Hourly (Rate Effective Pay Period 12, ~~2004~~2007)

| ~~\$25.45~~28.58

| Official Rate – Hourly (Rate Effective Pay Period 12, ~~2005~~2008)

| ~~\$26.20~~29.58

| Official Rate – Hourly (Rate Effective Pay Period 1, ~~2006~~2009)

| ~~\$26.76~~29.55

| (1) The above rate represents ~~93~~95% of the outside prevailing hourly wage for Journeyman Wireman.

| ~~(2) Effective Pay Period 1, 2006, the above rate shall represent 95% of the outside prevailing hourly wage for Journeyman Wireman.~~

| (23) 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.

| (43) 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).

| (54) 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.

| (65) 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).

| (76) 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.

| (87) 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.

| (98) 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.

**Summary of Wage and Fringe Benefit Modifications
In the 2007-2010 Agreement
between the
City of Milwaukee ("City")
and the
Lo 494, IBEW, AFL-CIO Electrical Group**

1. Duration, Article 1:

Three years: June 1, 2007, through June 1, 2010.

2. Base Salary, Article 17:

- Effective Pay Period 12, 2007, wages for Electrical Mechanics shall be based on 95% of the outside rate.
- Effective Pay Period 12, 2008, wages for Electrical Mechanics shall be based on 95% of the outside rate.
- Effective Pay Period 12, 2009, wages for Electrical Mechanics shall be based on 95% of the outside rate.
- Update subsection 17.1.a.4. fund contributions aggregate to that in effect as of the execution date of the contract (\$18 as of June 1, 2008).
- The percentages of the outside rate paid to Electrical Workers shall be the same as those in effect on and after Pay Period 1, 2006.
- Within sixty calendar days of execution of the Agreement, all employees shall participate in direct deposit of paychecks.

3. Health Insurance, Article 34:

Basic Plan: Effective the first full calendar month following execution of the Agreement, the monthly employee contribution for Basic coverage shall be \$75 per month for single coverage and \$150 per month for family coverage. Effective the first full calendar month following execution of the Agreement, Tier 1 (narrow network) shall be eliminated. Effective the first full calendar month following implementation of a Health Risk Assessment (HRA), including basic biometrics and a blood draw, but not sooner than January 1, 2009, increase the monthly employee contribution to \$85 single/\$170 family. The monthly employee contribution shall also increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall be \$75 per month for single coverage and \$150 per month for family coverage.

HMO:

Effective upon execution of the Agreement, eliminate the requirement to offer an HMO. The City may offer an exclusive provider organization with a SE Wisconsin network and no coverage outside of network. Effective the first full calendar month following execution of the Agreement, implement an office visit co-payment of \$10 (waived for preventive care and disease management visits as determined by the Plan) and an emergency room co-payment increase to \$50 (from \$25). Implement a 3-tier drug card with co-payments of \$5/\$17/\$25. Legend drug co-payment shall be \$5. A 90-day mail order supply shall be available for a 60-day co-payment.

Effective 1/1/09: implement a monthly employee contribution of \$20 single/\$40 family. Employees selecting a higher cost plan (if applicable) pay \$20/\$40 plus the difference between lowest cost plan and the plan selected. Effective the first full calendar month following implementation of a Health Risk Assessment (HRA) including basic biometrics and a blood draw, but not sooner than January 1, 2009, increase the monthly employee contribution to \$30 single/\$60 family. The monthly employee contribution shall also increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall remain at or be reduced to \$20 single/\$40 family.

A Wellness and Prevention Program and Committee shall be established to promote wellness and prevention of illness among employees and their families. The City shall not spend more than two million dollars annually, City-wide, including the cost of conducting the HRA, on the Wellness and Prevention Program (see attached description of Wellness and Prevention Program.).

4. Pension, Article 33:

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.

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

Wellness and Prevention

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 member from Milwaukee Professional Firefighters Association, Lo-215 and two members 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 polices associated with the selection procedures. The City shall not spend more than two million dollars, including the cost of conducting the HRA, on the Wellness and Prevention Program.

Wellness and Prevention

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.

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I B E W

LOCAL UNION 494

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

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



May 29, 2009

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 June 1, 2007 agreement on May 28, 2009.

Sincerely,

A handwritten signature in black ink that reads "Daniel Large". The signature is fluid and cursive, with the last name "Large" being more prominent.

Daniel Large
Business Representative

DL/mg
opeiu #9 afl-cio

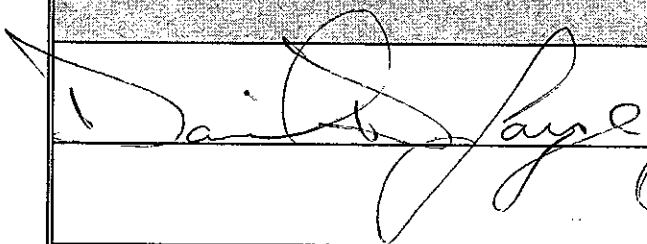
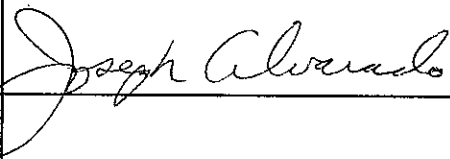
09 JUN 1 PM 2:06

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, 2007, and ending May 31, 2010.

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 26th day of June, 2009.

Union Representatives	City Representatives
	

JJA
07-10 WC
labr/2007-2009/Lo-494EG

March 16, 2007

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

Dear Mr. Owczarski:

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

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

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

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

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

Sincerely

Troy M. Hamblin
Labor Negotiator

TMH:JAA:lk

Open negotiation letter_ City Clerk_3-16-07
labr/lbr

June 17, 2009

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

RE: File Number 070023

Dear Committee Members:

To implement the rates of pay provided in the Base Salary provision of the 2007-2010 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 070023.

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
Dan Large
Melody Johnson
Gloria Ng
Jackie Semons

Attachments

TMH:JJA:lk
070023 2007-2009 Sal Ord. doc
labr/lo-494EG/2007-2009

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

EFFECTIVE PAY PERIOD 12, 2007 (June 3, 2007):

1. Under Pay Range 974

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

\$17.75 18.95 20.45 21.96

2. Under Pay Range 975

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

\$14.29 17.15 21.43 25.72

3. Under Pay Range 978

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

\$28.58

EFFECTIVE PAY PERIOD 12, 2008 (June 1, 2008):

1. Under Pay Range 974

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

\$18.37 19.62 21.18 22.73

2. Under Pay Range 975

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

\$14.79 17.75 22.19 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:

\$29.58

EFFECTIVE PAY PERIOD 12, 2009 (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

Finance & Personnel Committee

[illegible]



Legislation Details (With Text)

File #: 090237 **Version:** 0

Type: Charter Ordinance **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A charter ordinance relating to retirement benefits and creditable service for employees represented by certain bargaining units.

Sponsors: THE CHAIR

Indexes: RETIREMENT BENEFITS

Attachments: [Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090237

Version

ORIGINAL

Reference

081398

Sponsor

THE CHAIR

Title

A charter ordinance relating to retirement benefits and creditable service for employees represented by certain bargaining units.

Sections

36-04-1-c am

Analysis

Current charter provisions provide one year of creditable service for each 3 years of active military service prior to enrollment in the retirement system to various represented and nonrepresented public employees effective at various dates. As a result of recently concluded negotiations, this charter ordinance changes the effective date for the retirement allowance provision for city of Milwaukee employees represented by Local 494, IBEW, AFL-CIO, Electrical Group to on or after June 1, 2007.

Body

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

Part 1. The note appended to s. 36-04-1-c of the charter, as affected by Common Council File Number 081398, passed March 3, 2009, is amended to read:

36-04. Creditable Service.

1. SERVICE CREDITED. c.

NOTE: The foregoing amendment to s. 36-04-1-c shall apply only to policemen represented by the MPA and firemen represented by Local 215, IAFF, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1998 and December 31, 2002; policemen represented by the MPSO, and general city employees, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1999 and December 31, 2002; non-represented firemen or policemen who participate in the combined fund and who retire on a service retirement allowance between January 1, 2000 and December 31, 2002; policemen represented by the MPA, firemen represented by Local 215, IAFF, nonrepresented firemen, and general city management and nonrepresented employees, who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003; city of Milwaukee employees who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006, and who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO; the Public Employees' Union 61, LIUNA, AFL-CIO; the Technicians, Engineers and Architects of Milwaukee; the Association of Scientific Personnel; the Staff Nurses Council; Local 195, IBEW, AFL-CIO, Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO; Local 494, IBEW, AFL-CIO, Machine Shop; the Association of Municipal Attorneys; the Association of Law Enforcement Allied Services Personnel; or Local #218, I.U.P.A., AFL-CIO (Police Support Service Personnel); Local 494, IBEW, AFL-CIO, Fire Equipment Dispatchers; city of Milwaukee employees represented by the Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement allowance between August 1, 2003 and July 31, 2007; city of Milwaukee employees represented by Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, and the

International Association of Machinists and Aerospace Workers who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006; and city of Milwaukee employees represented by Local 494, IBEW, AFL-CIO, Electrical Group, who participate in the combined fund and who retire on a service retirement allowance ~~[[between June 1, 2003 and May 30, 2007]]~~ >>on or after June 1, 2007<<; and members represented by the Administrators and Supervisors Council who participate in the combined fund and retire on a service retirement allowance between January 1, 2003 and June 30, 2007; and Milwaukee public schools employees represented by Local 150, FSA/SNA/HCA; Local 150, BSH; Local 950, International Union of Operating Engineers; Local 1616, District Council 48 and Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement between January 1, 2004 and June 30, 2007.

Part 2. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless within 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
City Attorney's Office
Drafter
LRB09255-1
MET
6/11/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 29, 2009

FILE NUMBER: 090237

Original Fiscal Note ☒ Substitute ☐

SUBJECT: A charter ordinance relating to retirement benefits and creditable service for employees represented by certain bargaining units.

B) SUBMITTED BY (Name/title/dept./ext.): Joe Alvarado/Labor Relations Officer/Employee Relations/Ext. 2105

- 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) *Revenue from MCAMLIS S.C.*

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:

Costs for this file were included in the fiscal notes for Common Council file # 070017 and # 070023

- H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

Finance & Personnel Committee

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090204

File ID: 090204

Type: Charter Ordinance

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: DEPARTMENT OF
EMPLOYEE
RELATIONS

Cost:

File Created: 06/16/2009

File Name:

Final Action:

Title: Substitute charter ordinance relating to retirement benefits for certain represented employees.

Notes:

Code Sections:

Agenda Date:

Indexes: CHARTER ORDINANCES, RETIREMENT
BENEFITS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Hearing Notice List ,Fiscal note

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	06/16/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Charter Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	06/25/2009	HEARING NOTICES SENT		07/01/2009		
1	CITY CLERK	06/29/2009	DRAFT SUBMITTED				
	Action Text:	This Charter Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	07/01/2009					

Text of Legislative File 090204

..Number
090204
..Version

SUBSTITUTE 1

..Reference

081398

..Sponsor

THE CHAIR

..Title

Substitute charter ordinance relating to retirement benefits for certain represented employees.

..Sections

36-04-1-c am

..Analysis

Current charter provisions provide one year of creditable service for each 3 years of active military service prior to enrollment in the retirement system to various represented and nonrepresented public employees effective at various dates. As a result of recently concluded negotiations, this charter ordinance deletes the current sunset provision for this benefit for city of Milwaukee employees represented by the Milwaukee Building and Construction Trades Council and the Local 494, IBEW, AFL-CIO, Electrical Group.

..Body

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

Part 1. The note appended to s. 36-04-1-c of the charter, as affected by Common Council File Number 081398, passed March 3, 2009, is amended to read:

36-04. Creditable Service.

1. SERVICE CREDITED. c.

NOTE: The foregoing amendment to s. 36-04-1-c shall apply only to policemen represented by the MPA and firemen represented by Local 215, IAFF, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1998 and December 31, 2002; policemen represented by the MPSO, and general city employees, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1999 and December 31, 2002; non-represented firemen or policemen who participate in the combined fund and who retire on a service retirement allowance between January 1, 2000 and December 31, 2002; policemen represented by the MPA, firemen represented by Local 215, IAFF, nonrepresented firemen, and general city management and nonrepresented employees, who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003; city of Milwaukee employees who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006, and who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO; the Public Employees' Union 61, LIUNA, AFL-CIO; the Technicians, Engineers and Architects of Milwaukee; the Association of Scientific Personnel; the Staff Nurses Council; Local 195, IBEW, AFL-CIO, Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO; Local 494, IBEW, AFL-CIO, Machine Shop; the Association of Municipal Attorneys; the Association of Law Enforcement Allied Services Personnel; or Local #218, I.U.P.A., AFL-CIO (Police Support Service Personnel); Local 494, IBEW, AFL-CIO, Fire Equipment Dispatchers; city of Milwaukee employees represented by the Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement allowance [[between August 1, 2003 and July 31, 2007]] >>on or after August 1, 2007<<; city of Milwaukee employees represented by Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, and the International Association of Machinists and Aerospace Workers who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006; and city of Milwaukee employees represented by Local 494, IBEW, AFL-CIO, Electrical Group, who participate in the combined fund and who retire on a service retirement allowance [[between June 1, 2003 and May 30, 2007]] >>on or after June 1, 2007<<; and members represented by the Administrators and Supervisors Council who participate in the combined fund and retire on a service retirement allowance between January 1, 2003 and June 30, 2007; and Milwaukee public schools employees represented by Local 150, FSA/SNA/HCA; Local 150, BSH; Local 950, International Union of Operating Engineers; Local 1616, District Council 48 and Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement between January 1, 2004 and June 30, 2007.

Part 2. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless

within 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

DER - Labor Relations Division

..Drafter

LRB09255-2

MET

6/29/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 29, 2009

FILE NUMBER: 090204

Original Fiscal Note ☒ Substitute ☐

SUBJECT: A charter ordinance relating to retirement benefits for certain represented employees.

B) SUBMITTED BY (Name/title/dept./ext.): Joe Alvarado/Labor Relations Officer/Employee Relations/Ext. 2105

- 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) Revenue from MCAMLIS S.C.

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:

Costs for this file were included in the fiscal notes for Common Council file # 070017 and # 070023

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

June 1, 2009

Ronald Leonhardt
City Clerk
City Hall, Room 205

Re: Charter Ordinance – Milwaukee Building and Construction Trades Council
IBEW Lo494 Electrical Group

Dear Mr. Leonhardt:

The City and the Union have agreed on terms and conditions of employment for employees represented by the Milwaukee Building and Construction Trades Council and by Local 494 IBEW, AFL-CIO, Electrical Group for the period August 1, 2007, through July 31, 2010, and June 1, 2007, through May 31, 2010, respectively. As part of the Agreements, the City has agreed to eliminate the sunset provision on pension credit for military service.

In order to implement the pension provision of the Agreement, a charter ordinance is required. Please open a file for this purpose. If you have any questions, feel free to call me or Joe Alvarado at 286-2105. Thank you.

Sincerely,

Troy M. Hamblin
Labor Negotiator

Attachment

TMH:JJA:lk
Mil crdt Ch Ord ltr
labr\MBC TC

Finance & Personnel Committee

[illegible]



Legislation Details (With Text)

File #: 090223 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Department of Employee Relations to extend a contract for one year only through December 31, 2010 with UnitedHealthcare for insured health maintenance medical services only.

Sponsors: THE CHAIR

Indexes: HEALTH INSURANCE, WAGES AND BENEFITS

Attachments: [Cover Letter](#)
[Fiscal Note](#)
[Report for 2010 HMO RFP Results Final](#)
[Premium vs. Claims Incurred \(Loss Ratio\)](#)
[EPO Cost Comparison](#)
[2010 UHC Renewal Calculation](#)
[2010 UHC HMO Rate Renewal](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number:

090223

Version

Original

Reference

Sponsor

THE CHAIR

Title

Resolution authorizing the Department of Employee Relations to extend a contract for one year only through December 31, 2010 with UnitedHealthcare for insured health maintenance medical services only.

Body

Whereas, The City of Milwaukee has sent out a request for proposal for insured HMO medical services to four vendors; and

Whereas, Only UnitedHealthcare (UHC) has responded with an insured HMO services proposal; and

Whereas, The UHC offer of 20.4% is reasonable in light of the cost and utilization by City employees, retirees and dependents enrolled in UHC Choice plan; and

Whereas, The City Review Team and the City consultant, Willis of Wisconsin, have reviewed this proposal and support the recommendation; and

Whereas, The City Review Team also considered a “self-insured” exclusive provider network option (EPO) but found no clear costs savings to the City by switching to a self-funded model at this time; and

Whereas, A “self-funded” EPO style plan would increase the financial risk to the City; and

Whereas, The City, under current labor contracts is not able to select a self-funded EPO model plan; and

Whereas, The costs for the carved out, self-funded drug plan and the self-funded Basic Plan are not increasing; and

Whereas, Additional steps at controlling health care costs and sharing health care premium costs with employees are being implemented; now, therefore, be it

Resolved, That the Department of Employee Relations is authorized to enter into a contract extension, or amendment to agreement, with UHC to provide insured health maintenance medical services in 2010.

Drafter

DER

MB

6/4/09

LRB-Research & Analysis Section

Finance & Personnel Committee
File: 090223

July 1, 2009
Aaron Cadle

Title

Resolution authorizing the Department of Employee Relations to extend a contract for one year only through December 31, 2010 with UnitedHealthcare for insured health maintenance medical services only.

Introduction

This resolution grants a one-year contract through year-end 2010 to UnitedHealthcare ("UHC") to insure the City's insured Health Maintenance Organization ("HMO"). UHC proposes to raise HMO premium rates 20.40% across the board.

The City must offer employees an insured HMO under existing labor contracts. The DER informs the LRB the Milwaukee Police Association union and Local 215 of the Professional Firefighters union have informally agreed to allow the City to replace its insured HMO with an Exclusive Provider Organization ("EPO"). An EPO is essentially a self-insured HMO enabling the City to act as its own healthcare insurer and pay healthcare claims directly much as it does under the City's Basic Plan.

DER expects all future labor contract agreements will allow the City to replace its insured HMO with an EPO. Healthcare insurers have been increasingly reluctant to provide the City with an insured HMO in recent years. This year, UHC was the only insurer responding to the City's insured HMO request for proposals. DER is concerned there may be no insured HMO bidders in the near future.

The City Review Team recommends adoption of this resolution. City Review Team members include:

Mike Brady	DER - Employee Benefits Division
Jim Michalski	Office of Comptroller
Katrina Whittley	DER – Employee Benefits Division
Ed Reyes	DER – Business Section
Renee Joos	Budget Office
Nicole Fleck	DER - Labor Relations Section
Aaron Cadle	Legislative Reference Bureau

Background

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

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

UHC, the City’s 2008 HMO provider, was awarded a one-year HMO contract for 2009 after UHC proposed a 9.99% premium increase. Competitive bids for the 2009 HMO contract were not sought because UHC’s 2009 premium bid was lower than the 2008 bid proposed by Humana (the City’s 2007 HMO provider) and informal inquiries indicated Humana would not bid less to win City’s 2009’s HMO contract than it bid for 2008’s contract.

The following compares UHC’s proposed 2010 monthly HMO premiums for active employees to premium rates paid in 2008 and 2009:

Monthly HMO Premiums - Active Employees			
<i>UnitedHealthcare (UHC)</i>	'08 Actual	'09 Actual	'10 Proposed
Single Coverage	\$ 403.75	\$ 444.08	\$ 534.67
Family Coverage	\$1,102.49	\$1,212.63	\$ 1,460.01

As of May, 2009, 5,728 active employees were enrolled in the City’s HMO, up 350 from August, 2008, apparently indicating a migration from the City’s Basic Plan to the HMO, and 1,555 retirees, about the same as in August, 2008. Based on May, 2009, enrollment, UHC’s 20.40% premium increase will result in an aggregate annual cost increase of nearly \$17 million (before reduction for any employee-paid share of premiums).

Discussion

Background – UHC’s 2010 HMO Premium Quote

UHC’s proposed 20.40% HMO premium rate increase for 2010 was calculated as follows:

1. **Cost Trend Line Projection:** UHC first estimated the cost trend line for healthcare claims during the quote period was 12.48% - meaning UHC

predicted the cost of healthcare claims would increase 12.48% per annum from May, 2009, (the quote date) until December, 2010, (the end of the proposed contract period). This 12.48% cost trend line is based on UHC’s paid claims experience – the combined history of all healthcare claims paid by UHC through its insured HMO programs including the City’s HMO.

2. **Projected Healthcare Claims for the City’s HMO:** UHC then applied its cost trend line to the paid claims history of Milwaukee’s insured HMO and determined premiums for the City’s HMO would need to increase 13.81% (compounding effect of 12.48% over 20 months) simply to pay projected future healthcare claims. This 13.81% increase represents the minimum premium UHC would need to pay expected healthcare claims. Any increase less than this 13.81% would result in UHC paying more in claims than it receives in premiums – a loss ratio in excess of 100%. At the minimum, premiums must equal or exceed paid healthcare claims – have a loss ratio equal to or less than 100% - if an HMO is to remain viable.
3. **Target Retention Rate:** Once UHC predicted the HMO premium needed to pay expected future healthcare claim costs it increased this basic cost premium by its expected retention rate. A retention rate is the portion of the HMO premium the insurer needs to cover overhead – i.e. claims processing, administration, premium taxes, etc. – and to earn a profit. UHC maintains its target retention rate is 16.09%. Retention rates are determined internally by the insurer based entirely on proprietary factors, and may include subjective considerations. While the City and Willis, the City’s healthcare insurance consultant, may make educated guesses on the components of UHC’s retention rate, the true rationale and basis for UHC’s retention rate remains opaque to those outside the company.
4. **UHC’s Final 2010 HMO Premium Rate Proposal:** After predicting expected healthcare claim costs for the City’s HMO and increasing this basic cost premium rate by its retention rate, UHC determined the City’s HMO premium rate should be increased 35.64% - meaning, based strictly on the math of its analysis, Milwaukee’s HMO premium rates should be increased 35.64%. However, without explanation, UHC proposed the premium rate increase be held to 20.40%.

With only a single proposal for the City’s insured HMO, the City Review Team’s analysis was somewhat hampered. The Team first analyzed UHC’s insured HMO premium rate proposal to determine if it seemed reasonable both on its own merits and when compared to healthcare industry market trends, and then discussed the possibility of switching the City’s insured HMO to a self-insured EPO program.

The Review Team concluded UHC’s 20.40% premium increase proposal was reasonable based heavily on Willis’ assessment that such an increase, though quite steep, made sense based on the paid claims history of the City’s HMO, general healthcare claim cost trends in the marketplace and prevailing industry retention rates.

Because an EPO is essentially an insured HMO in which the insured (the City) acts as its own insurer – in a City-insured EPO the City of Milwaukee plays the role played by UHC in an insured HMO – Willis used the same model UHC employed to set premiums rates for the City’s insured HMO to determine costs of a City-insured EPO. Willis used UHC’s cost trend line to predict future healthcare claim costs - healthcare claims experience will be the same under either an insured HMO or an EPO – and then used a retention rate of 7.40% to determine that the City would need to increase premium rates 22.91% to establish a viable EPO. Willis set the retention rate at 7.40% based on anticipated claims processing costs of 5.00% and a risk premium of 2.40%.

Willis’ analysis indicated the City should opt for UHC’s insured HMO proposal despite its 20.40% increase in premiums because the City would be forced to increase premiums 22.91% if the City created a self-insured EPO.

The LRB was concerned by UHC’s unilateral decision to reduce the 35.64% premium rate increase its own analysis determined was needed to 20.40%. Using its own model, a request for a 20.40% rate increase suggested UHC was either exaggerating its cost trend line or its retention rate, or both. The LRB was assured by Willis that UHC’s cost trend line was sound, leading the LRB to conclude UHC’s retention rate needs were overstated in its final rate proposal.

Armed with this information, the LRB imputed UHC’s actual, proposed retention rate to be 5.47% - well below its target of 16.09%.

Convention wisdom holds the retention rate for an EPO will always be lower than the retention rate for an insured HMO because the insured (the City) does not need to make a profit and will be exempt from certain taxes. By lowering its retention rate to 5.47%, almost two points below the retention rate Willis projects the City will need to recoup its basic costs to administer a self-insured EPO; UHC has in effect under bid the City for the HMO contract.

The following compares Willis’ EPO projection (Column C) to the LRB’s imputed UHC proposal (Column B) which was based on UHC’s analysis (Column A):

2010 United Healthcare HMO Quote - EPO (1) Projections Comparison			
	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
	United Healthcare		EPO (1)
	Analysis	Proposal	Projection
Annual Cost Trend Line	12.48%	12.48%	12.48%
Current Claims Experience	\$ 345.87	\$ 345.87	\$ 345.87
2-year Cost Trend Line	124.06%	124.06%	124.06%
Projected Claim Costs	\$ 429.09	\$ 429.09	\$ 429.09
Pooling	\$ 2.91	\$ 2.91	\$ 2.91
Total Projected Claim Costs	\$ 432.00	\$ 432.00	\$ 432.00
Retention Rate	16.09%	5.47%	7.40% (a)
Total Proposed Premium	\$ 514.85	\$ 457.01	\$ 466.53
Current Premium	\$ 379.58	\$ 379.58	\$ 379.58
Premium Increase	35.64%	20.40%	22.91%
Lives Covered	18,123	18,123	18,123
Annual Premium Increase (b)	\$ 29,418,229	\$ 16,838,911	\$ 18,910,443
Total Annual Premiums	\$111,967,769	\$ 99,388,451	\$101,459,983
(1) Exclusive Provider Organization - Self-Insured Coverage			
(a) Provided by Willis Consultants - 5.0% claims processing plus 2.4% risk premium			
(b) Before reduction for any employee-paid share of premiums			

Fiscal Impact

This resolution will increase 2010 costs for the City’s insured HMO by nearly \$17 million based on enrollment as of May, 2009, of 7,283 employees and 18,123 lives (members).

The City’s total healthcare benefit costs are budgeted at \$109 million for 2009, including HMO premiums, self-insured prescription claims and self-insured Basic Plan medical claims.

As of this date, DER projects actual healthcare benefit costs for 2009 will be \$2 million to \$6 million less than budgeted.

In addition, DER asserts efficiently managed self-insured prescription and Basic Plan claim payments will continue to reduce the City’s aggregate healthcare costs, and DER is projecting aggregate healthcare benefit costs for 2010 between \$115 million and \$120 million despite UHC’s nearly \$17 million aggregate HMO premium increase.

DER suggests that if 2009’s projected surplus is carried forward to 2010, aggregate healthcare costs could be as low as \$109 million – equal to 2009 budgeted level – or as high as \$118 million – only \$9 million greater than 2009’s budget despite UHC’s 20.40% HMO premium increase.

DER’s assertions are summarized as follows:

2010 HMO & Claims Healthcare DER Projected Budget Range		
	LOW	HIGH
2009 Budgeted HMO & Claims Expenses	\$109,000,000	\$109,000,000
2010 Quoted HMO Premium Increase	16,838,911	16,838,911
2010 HMO & Claims Calculated Budget Estimate	\$125,838,911	\$125,838,911
2010 DER Projected Healthcare Savings	(10,838,911)	(5,838,911)
2010 HMO & Claims DER Budget Estimate	115,000,000	120,000,000
2009 Surplus Carry-forward	(6,000,000)	(2,000,000)
2010 HMO & Claims DER Net Projected Budget	\$109,000,000	\$118,000,000

June 4, 2009

Alderman Michael Murphy, Chairman
City of Milwaukee Common Council Finance and Personnel Committee
200 East Wells Street, Room 205
Milwaukee, WI 53202

File No: 090223 City of Milwaukee Contract Extension for 2010 for UHC Choice

Dear Alderman Murphy:

The City of Milwaukee Department of Employee Relations and the DER Review Team is recommending that the current contract with UnitedHealthcare for the UHC Choice Plan for insured health maintenance organization benefits be extended for a one year period.

UnitedHealthcare (UHC) will continue to provide insured health services through their UHC Choice Plan in 2010 at a 20.4% increase over the 2009 rates. The recommendation is made because:

- The City sent out a request for proposals to four vendors.
- UHC was the only responsive vendor offering an insured plan. The other vendors only offered a “self-insured” exclusive provider organization (EPO) plan.
- The City Review Team, including a representative of Willis of Wisconsin, considered the self-funded EPO option and **found no clear savings to the City and additional financial risk with the EPO option.**
- The projected costs of the self-funded EPO option were projected by Willis of Wisconsin to be anywhere from 20-25% dependent upon trend in health care costs.
- The City Review Team, in making this recommendation, took into consideration the fact that the monthly premium paid to UHC over the twelve month period March 2008 through February 2009 has been less than the total payments UHC has made to providers (\$76,476,012 paid by City to UHC, \$77,431,273 paid by UHC to providers). This is a loss ratio of 101.2%.
- The UHC Choice Plan includes a large network of providers in South East Wisconsin as well as a national network of providers;
- The UHC Choice Plan provides city employees with the opportunity to continue the same health insurance plan for a third year;
- The UHC Choice Plan will continue to provide City employees with their Care24 wellness classes, their Know Your Numbers health risk assessment, on-line health assessments and access to their www.myuhc.com website;
- The UHC Choice Plan will continue to provide care management services to City members to help control the overall cost of healthcare;
- At this time based on existing labor contracts that have not been extended, the City is not able to replace the insured HMO with a self-insured EPO benefit plan. New labor contracts with MPA, Local 215 and other unions will allow this.

- This agreement would increase the total gross costs assuming no changes in enrollment for the UHC Choice HMO plan by \$16M in 2010. The department will work with the Budget office over the summer to see reduce the impact of this agreement on the 2010 budget.
- The Prescription drug costs, which are self-funded through Navitus through 2011, have not been increasing.
- The Basic Plan claims costs, which are self-funded through Anthem through 2011, have not been increasing.
- There is likely to be premium cost sharing with employees in 2010 when contracts for the 2007-2009 years with all unions have been settled. Currently MPA, Local 215 and management employees pay \$20 per month for single and \$40 per month for family coverage with the UHC Choice Plan.

A resolution and a fiscal note are attached to this file. In addition a letter from Willis of Wisconsin, the City's benefits consultant, urging passage of this file will be attached.

A letter from UnitedHealthcare will be attached to the file as well.

Please contact me at mbrady@milwaukee.gov or at 286-2317 if you have any questions or comments regarding this file.

Sincerely,

Michael Brady
Employee Benefits

CC: Maria Monteagudo, DER
Troy Hamblin, DER

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 5, 2009

FILE NUMBER: 090223

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Authorizes the City to extend contract with UHC for insured HMO health insurance plan from January 1, 2010 through December 31, 2010.

B) SUBMITTED BY (Name/title/dept./ext.): Michael Brady, Director of Employee Benefits, DER, 2317

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES

☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.

☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)

☐ CAPITAL PROJECTS FUND (CPF) ☒ SPECIAL PURPOSE ACCOUNTS (SPA)

☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)

☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Health Maintenance Organizations (HMO)	0001 0165 S140 006100	\$94,300,000		
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:

The vendor will be paid a percentage of the savings.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

City Of Milwaukee

Benefits Team Recommendations Regarding 2010 Contract for HMO

Willis HRH
One Plaza East, Suite 1400
330 East Kilbourn Avenue
Milwaukee, WI 53202-3195
(414) 271-9800

Table of Contents

Executive Summary	3
• What are the Recommendations of the Benefits Team?	3
• Who was on the Benefits Team?	3
How Did the Benefits Team Reach These Recommendations?	4
• HMO Selection Process	4

Appendices

Appendix

- 2010 UHC HMO Rate Renewal
- 2010 UHC Renewal Calculation
- Premium vs. Claims Incurred (Loss Ratio)
- EPO Cost Comparison

EXECUTIVE SUMMARY

What are the Recommendations of the Benefits Team?

HMO Plans

As a result of a request for proposal (RFP) process and evaluations, the Benefits Team recommends the following for the HMO plans:

Enter into a one-year contract for 2010 with UnitedHealthcare (UHC). UHC is the incumbent HMO. The UHC proposal is the only compliant, i.e., insured HMO, proposal.

Who Was on the Benefits Team?

The City staff members on the Benefits Team were:

- **Michael Brady** – Director Employee Benefits, Department of Employee Relations
- **Aaron Cadle** – Legislative Fiscal Analyst, Common Council City Clerk, Fiscal Review Section
- **James Michalski, CPA**, – Auditing Manager, Office of the Comptroller
- **Renee Joos** – Special Assistant, Budget Office
- **Edwin Reyes** – Business Operations Manager, Department of Employee Relations
- **Katrina Whittley** – Employee Benefit Analyst, Department of Employee Relations
- Nicole Fleck, Labor Relations Representative, Department of Employee Relations

Assisting the City team were the following individuals:

- **Douglas Ley**, Senior Vice President, Willis HRH
- **Clete Anderson**, Vice President, Willis HRH

The City retained the services of Willis HRH to assist in the following:

- Assist in the preparation of the RFP,
- assist the Benefits Team in evaluating the carrier responses and making recommendations,
- conduct financial analyses, and
- draft this final report.

How Did the Benefits Team Reach These Recommendations?***HMO Selection Process***

The City goals for its healthcare plans are to keep the cost as affordable as possible to the City while providing employees “choice.” The City currently offers one HMO through UHC, a broad network HMO.

Because the number of HMOs available in the City is limited and the City has had contracts with them in the past, an abbreviated RFP focusing on the premium rates, was e-mailed to the following companies.

- Anthem
- Humana
- UnitedHealthcare (UHC)
- WPS

Respondents were asked to provide quotes for a lower cost, narrow network HMO as well as a higher cost, broad network HMO. Respondents were asked to provide quotes assuming they would not be the only HMO offered and assuming prescription drugs would be carved out to a self insured basis.

The respondents were also asked to provide quotes for an Exclusive Provider Organization (EPO). The EPO would have benefits identical to the HMO and have a broad provider network, but the program would be self insured rather than insured as is the case with the HMO. Some of the City’s existing collective bargaining agreements require that the benefits must be provided through an insured HMO. However, EPO proposals were sought in the event that either the HMO proposal received would be deemed uncompetitively priced, or no vendor would even provide an HMO proposal.

Proposals were received from Anthem, Humana, UHC and WPS. UHC provided a broad network HMO proposal and an EPO proposal. Anthem, Humana and WPS only provided EPO proposals.

UHC offered to renew the HMO contract with an across-the-board 20.4% rate increase. A summary of the rates and annualized premiums can be found in the Appendix.

The team determined that its analysis must address whether UHC’s 20.4% renewal offer was reasonable and competitive, or whether one of the EPO proposals would provide a convincing expectation of savings versus the added risk of a self insure plan. **The team determined that the UHC proposal was reasonable and competitive. A summary of the findings follows.**

Found in the Appendix is the HMO rate renewal calculation illustrating the assumptions and methodology that went into UHC’s rate renewal. Two fundamental components of the projection are the annual health care trend, the expected increase in health care costs. UHC used and annual trend factor of 12.48%. The other is the retention charge, the amount of each premium

dollar UHC says it needs for non-claim related expenses, such as administration and premium taxes. UHC used 16.1% as the percent of each premium dollar it needs to cover its expenses.

In our analysis we modeled the impact on costs in a self insured EPO of using a lower trend rate as well as the lower administration costs associated with a self insured plan to determine if a self insured plan could be less costly.

Below is a comparison of the UHC renewal calculation with an EPO assuming the same 12.48% annual trend rate as well as an 11% trend rate. Also the retention/expense charges for a self insured PPO were estimated at 7.4%, which includes expected expenses as well as a two percentage point load for the value of the insurance protection provided by the insured plan that would be lost.

Cost Projection Comparison

	UHC	EPO	EPO
Annual Trend	12.48%	12.48%	11%
Current Claims	\$345.87	\$345.87	\$345.87
Total Trend	124.1%	124.1%	121.1%
Trended Claims	\$429.09	\$429.09	\$418.80
Pooling	\$2.91	\$2.91	\$2.91
Total Claims	\$432.00	\$432.00	\$421.71
Retention	16.1%	7.4%	7.4%
Suggested Total Premium	\$514.85	\$466.53	\$455.41
Suggested Increase	35.64%	22.9%	20.0%
Renewal Offered	\$457.01	\$466.53	\$455.41
Current Premium	\$379.58	\$379.58	\$379.58
Increase	20.4%	22.9%	20.0%

First, one should note that the calculation suggested a 35.64% rate increase, which UHC reduced to 20.4% without written explanation. When asked, UHC indicated that the reduction came from reduced retention rather than reduced trend, suggesting that UHC believes that its trend factor is accurate and is accepting reduced administration.

The analysis looked at the impact of using the same or a lower trend rate for the EPO. Using the same trend rate projected EPO costs higher than the HMO. Cutting the trend to 11% produced a "renewal action" slightly lower than the 20.4%, but the HMO increase is guaranteed while the EPO figure is simply an estimate. No one knows what trend will be next year, but historical evidence would indicate that going much lower than the 11% would be optimistic, and does not include the random claim fluctuation that can come with a self insured plan.

Also found in the Appendix is an exhibit showing the premium and incurred claims on the UHC policy since 1/1/2008. The loss ratio for 2008 was 91.1%, which was below UHC's target of 83.9% (100% less the 16.1% retention), an effective retention level of a self insured plan with the benefit of insurance coverage. The loss ratio for 2009 is 101.2%, meaning UHC is paying out more in claims that it is receiving in premium this year and getting no retention. UHC's renewal calculation did not include March 2009 which is the worst month to date. Had UHC included March no doubt its rate increase would have been even higher.

The combination of these factors led the Team to conclude that switching to an EPO with UHC would have limited likelihood of reducing plan cost and could even end up costing the City more.

The last piece of the analysis was to assess whether an EPO with Anthem, Humana or WPS would provide a convincing expectation of reducing cost more than the UHC EPO and enough to justify dropping the insured rates for the risk of claims fluctuation of a self insured plans.

Annual EPO administration fees could run anywhere from about \$2 million to \$3.8 million depending on the vendor selected, the range of service chosen and the year. However, the biggest differential among the bidders is the magnitude of provider network discounts. Based on expected 2010 claims of \$83.4 million, each percentage point of network discount differential is worth \$834,000, increasing each year with trend.

Among the four EPO offers, UHC was determined to have the lowest overall cost, if the City would choose to switch to an EPO type model in 2010.

The vendors were asked if they would offer a cap on their 2011 and 2012 rate increases. UHC declined.

The team acknowledges the fact that in the year that a self insured EPO is adopted there would be a one-time cash flow “break” since run out claims, claims incurred in the prior year but paid in the subsequent year, will be covered by the HMO policy. This break would result in roughly a one month reduction in claims paid in the first year. . From an accounting perspective there would be no reduction because a reserve equal to any reduction would need to be set up recognizing that the City has accepted and must pay the run out should it ever want to return to an insured plan should one be available. Also note that while claims paid in the first year would be reduced, in the second year, assuming 10% trend, would increase 20% by returning to a full twelve months of claims. This one time break is available whenever the plan goes self insured, but is best taken when other circumstances are more favorable.

Ultimately the team deemed the Anthem, Humana and WPS proposals as noncompliant because they did not provide HMO quotes. The UHC HMO proposal was determined to be reasonable given the expected claim cost of the program in 2010. Lastly, none of the EPO proposals provided a convincing expectation of savings versus the insured HMO rates or the added risk of claim fluctuation of a self insured program. There is value to the City of the financial protection provided by insured rates. Found below is a brief history of the City’s HMO program.

HMO History

Before 2003 Multiple HMOs offered (managed competition)

2003 Broad and narrow network HMOs only with Compicare (Anthem today) offered lower cost to the City than managed competition model

2007 Broad and narrow network HMOs only with Humana (narrow network much broader)

- 2008 Broad network only with UHC, only UHC and Humana quote, UHC increase 6%, Humana increase 19%
- 2009 UHC and City agree to 10% increase for not putting out to bid, 10% increase leaves rates still lower than Humana's 2008 rate proposal
- 2010 20.4% UHC rate renewal, UHC only carrier to quote

Changing to an EPO might well happen, but 2010 is not the year to do it. For all these reasons the Team recommends renewing the HMO contract with UHC for 2010.

Appendix

- 2010 UHC HMO Rate Renewal
- 2010 UHC Renewal Calculation
- Premium vs. Claims Incurred (Loss Ratio)
- EPO Cost Comparison

Premium vs Claims Incurred Including IBNR - City of Milwaukee

Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2008-01	17,867	7,315	\$6,171,573	\$345.42	\$5,617,958	\$339,961	\$0	\$5,957,919	96.5%	\$333.46	
2008-02	17,855	7,300	\$6,149,244	\$344.40	\$4,897,628	\$339,046	\$0	\$5,236,674	85.2%	\$293.29	
2008-03	17,867	7,290	\$6,146,107	\$343.99	\$5,297,655	\$339,408	\$0	\$5,637,062	91.7%	\$315.50	
2008-04	18,007	7,337	\$6,176,277	\$342.99	\$6,346,170	\$341,277	\$0	\$6,687,447	108.3%	\$371.38	
2008-05	18,360	7,477	\$6,194,165	\$337.37	\$6,041,374	\$342,974	\$0	\$6,384,348	103.1%	\$347.73	
2008-06	18,081	7,354	\$6,191,142	\$342.41	\$4,956,418	\$343,146	\$0	\$5,299,564	85.6%	\$293.10	
2008-07	18,103	7,359	\$6,191,293	\$342.00	\$5,862,161	\$343,603	\$0	\$6,205,764	100.2%	\$342.80	\$328.15
2008-08	18,123	7,367	\$6,198,936	\$342.05	\$5,182,292	\$343,660	\$0	\$5,525,952	89.1%	\$304.91	\$325.28
2008-09	18,168	7,366	\$6,202,035	\$341.37	\$5,525,735	\$344,385	\$0	\$5,870,120	94.6%	\$323.10	\$325.04
2008-10	18,209	7,378	\$6,201,999	\$340.60	\$6,350,573	\$344,767	\$0	\$6,695,340	108.0%	\$367.69	\$329.34
2008-11	18,143	7,356	\$6,206,364	\$342.08	\$5,002,335	\$344,576	\$0	\$5,346,911	86.2%	\$294.71	\$326.18
2008-12	18,104	7,336	\$6,203,590	\$342.66	\$5,807,560	\$344,271	\$0	\$6,151,830	99.2%	\$339.81	\$327.35
2009-01	18,971	7,659	\$6,935,459	\$365.58	\$6,548,272	\$347,442	\$0	\$6,895,714	99.4%	\$363.49	\$330.00
2009-02	18,402	7,415	\$6,899,903	\$374.95	\$7,133,219	\$345,824	\$0	\$7,479,043	108.4%	\$406.43	\$339.43
2009-03	18,245	7,352	\$6,877,848	\$376.97	\$8,544,008	\$345,233	\$0	\$8,889,241	129.2%	\$487.22	\$353.70
Total by Experience Period											
Current Period	218,916	88,756	\$76,479,012		\$73,300,116	\$4,131,157	\$0	\$77,431,273	101.2%	\$353.70	
Prior Period	53,589	21,905	\$18,466,924		\$15,813,241	\$1,018,414	\$0	\$16,831,656	91.1%	\$313.79	
Average Membership/PMPM Premium and Payments by Experience Period											
Current Period	18,243	7,396	\$349.35		\$334.83	\$18.87	\$0.00	\$353.70			
Prior Period	17,863	7,302	\$344.60		\$294.78	\$19.00	\$0.00	\$313.79			
% Change											
Current Period vs Prior Period	2.1%	1.3%	1.4%		13.6%	(0.7%)	0.0%	12.7%			

City of Milwaukee

Self Insured EPO
Network Discount Comparison

Physician Fees Discounts

Procedure Code	UHC	WPS		Humana		Anthem
		PCCS	Statewide	PPO	HPN	
36522	\$387.24	\$0.00	\$0.00	\$341.29	\$401.49	\$2,077.44
45378	\$619.82	\$728.35	\$800.50	\$393.99	\$393.59	\$1,026.04
72193	\$138.80	\$242.39	\$313.70	\$130.46	\$126.91	\$1,194.03
78465	\$464.42	\$517.28	\$574.10	\$590.53	\$589.69	\$1,877.84
80061	\$15.92	\$38.08	\$52.64	\$24.19	\$25.87	\$55.34
88305	\$76.77	\$112.63	\$144.37	\$76.08	\$78.53	\$223.76
90806	\$155.07	\$77.03	\$107.93	\$142.90	\$147.01	\$123.43
97110	\$35.02	\$44.61	\$44.46	\$41.26	\$41.53	\$51.06
97140	\$25.47	\$45.94	\$48.15	\$39.30	\$40.22	\$47.96
99213	\$86.79	\$98.00	\$79.11	\$82.24	\$82.35	\$101.81
99214	\$141.56	\$145.58	\$125.24	\$127.00	\$127.64	\$154.38
99232	\$91.61	\$114.51	\$115.43	\$93.20	\$91.87	\$132.05
99284	\$268.14	\$235.61	\$253.07	\$164.28	\$161.40	\$306.03
99285	\$406.32	\$326.83	\$352.73	\$253.37	\$249.38	\$462.86
99396	\$177.02	\$184.65	\$175.64	\$160.30	\$163.91	\$192.66
	\$206.00	\$221.98	\$240.35	\$177.36	\$181.43	\$535.11

Hospital Discounts by Type

Inpatient						
Discount off Charges	34.0%	67.0%	67.0%	64.0%	23.0%	Proprietary
Per Diem	42.0%	0.0%	0.0%	0.0%	0.0%	Proprietary
DRG	N/A	33.0%	33.0%	32.0%	73.0%	Proprietary
Case Rates	24.0%	0.0%	0.0%	4.0%	4.0%	Proprietary
Other	N/A	0.0%	0.0%	N/A	N/A	Proprietary
Outpatient						
Inpatient						
Discount off Charges	33.0%	100.0%	100.0%	68.0%	75.0%	Proprietary
Per Diem	N/A	0.0%	0.0%	0.0%	0.0%	Proprietary
DRG	N/A	0.0%	0.0%	0.0%	0.0%	Proprietary
Case Rates	67.0%	0.0%	0.0%	0.0%	0.0%	Proprietary
Other	N/A	0.0%	0.0%	32.0%	25.0%	Proprietary

Most Frequently Negotiated Dollar Amount

Medical	36.6%	\$2,660.00	\$2,981.00	40% to 45%	45% to 50%	Proprietary
Surgical	44.3%	\$5,637.00	\$6,202.00	40% to 45%	45% to 50%	Proprietary
Maternity	45.8%	\$1,499.00	\$1,681.00	40% to 45%	45% to 50%	Proprietary
Pediatrics	22.1%	N/A	N/A	40% to 45%	45% to 50%	Proprietary
Psychiatric	43.2%			40% to 45%	45% to 50%	Proprietary
Chemical/Substance Abuse	43.2%	\$1,188.00	\$1,248.00	40% to 45%	45% to 50%	Proprietary
Rehabilitation	Insuff. Data	\$1,788.00	\$2,053.00	40% to 45%	45% to 50%	Proprietary
ICU	46.6%	N/A	N/A	40% to 45%	45% to 50%	Proprietary
CCU	46.6%	N/A	N/A	40% to 45%	45% to 50%	Proprietary

Average Milwaukee County Discounts

		CSM/Froedtert	Statewide			
Inpatient Hospital	41.0%	33.8%	34.2%	40.1%	43.7%	29.70%
Outpatient Hospital	51.3%	36.2%	36.6%	41.0%	46.7%	25.78%
Physician	52.2%	34.2%	31.0%	44.6%	49.0%	40.1%
		Wheaton				
		39.9%				
		43.5%				
		46.9%				

City of Milwaukee

**Self Insured EPO
Network Discount Comparison**

Claims		UHC		WPS		Humana		Anthem
				PCCS	Statewide	PPO	HPN	
2010								
	Inpatient Hospital	\$25,020,000	30%	\$26,779,881	\$27,903,661	\$25,401,661	\$23,875,017	\$29,811,966
	Outpatient Hospital	\$25,020,000	30%	\$30,902,526	\$32,572,238	\$30,311,704	\$27,383,285	\$38,131,097
	Physician	\$33,360,000	40%	\$31,117,971	\$48,155,649	\$38,664,100	\$35,593,305	\$41,804,686
	Total	\$83,400,000	100%	\$88,800,378	\$108,631,548	\$94,377,466	\$86,851,608	\$109,747,749
2011								
	Inpatient Hospital	\$27,522,000		\$29,457,869	\$30,694,027	\$27,941,827	\$26,262,519	\$32,793,163
	Outpatient Hospital	\$27,522,000		\$33,992,778	\$35,829,462	\$33,342,875	\$30,121,614	\$41,944,206
	Physician	\$36,696,000		\$34,229,768	\$52,971,213	\$42,530,510	\$39,152,636	\$45,985,155
	Total	\$91,740,000		\$97,680,416	\$119,494,703	\$103,815,212	\$95,536,769	\$120,722,524
2012								
	Inpatient Hospital	\$30,274,200		\$32,403,656	\$33,763,430	\$30,736,010	\$28,888,771	\$36,072,479
	Outpatient Hospital	\$30,274,200		\$37,392,056	\$39,412,408	\$36,677,162	\$33,133,775	\$46,138,627
	Physician	\$40,365,600		\$37,652,745	\$58,268,335	\$46,783,562	\$43,067,900	\$50,583,670
	Total	\$100,914,000		\$107,448,457	\$131,444,173	\$114,196,734	\$105,090,445	\$132,794,776
Totals								
	Inpatient Hospital	\$82,816,200		\$88,641,407	\$92,361,118	\$84,079,498	\$79,026,306	\$98,677,608
	Outpatient Hospital	\$82,816,200		\$102,287,360	\$107,814,108	\$100,331,741	\$90,638,675	\$126,213,929
	Physician	\$110,421,600		\$103,000,483	\$159,395,197	\$127,978,172	\$117,813,841	\$138,373,511
	Total	\$276,054,000		\$293,929,250	\$359,570,423	\$312,389,412	\$287,478,822	\$363,265,049
Administration Fee								
Administration Fee		UHC		WPS		Humana		Anthem
				PCCS	Statewide	PPO	HPN	
2010		\$36.26		\$17.50	\$17.50	\$21.18	\$26.68	\$35.95
2011		\$37.35		\$17.85	\$17.85	\$21.81	\$27.46	\$37.75
2012		\$38.47		\$18.15	\$18.15	\$22.47	\$28.27	\$39.64
UM								
2010		\$5.17		\$2.00	\$2.00	\$3.45	\$3.45	\$0.00
2011		\$5.33		\$2.05	\$2.05	\$3.55	\$3.55	\$0.00
2012		\$5.49		\$2.10	\$2.10	\$3.65	\$3.65	\$0.00
DM								
2010		\$0.00		\$3.85	\$3.85	\$2.55	\$2.55	\$0.00
2011		\$0.00		\$3.85	\$3.85	\$2.65	\$2.65	\$0.00
2012		\$0.00		\$3.85	\$3.85	\$2.75	\$2.75	\$0.00
Annualized								
2010		\$3,511,441		\$1,979,053	\$1,979,053	\$2,303,668	\$2,769,826	\$3,046,978
2011		\$3,617,386		\$2,012,955	\$2,012,955	\$2,374,016	\$2,852,887	\$3,199,539
2012		\$3,725,874		\$2,042,620	\$2,042,620	\$2,446,906	\$2,938,491	\$3,359,728
Total		\$10,854,701		\$6,034,627	\$6,034,627	\$7,124,589	\$8,561,204	\$9,606,245
Combined Claims and Administration								
2010		\$86,911,441		\$90,779,430	\$110,610,600	\$96,681,134	\$89,621,434	\$112,794,727
2011		\$95,357,386		\$99,693,371	\$121,507,658	\$106,189,228	\$98,389,656	\$123,922,063
2012		\$104,639,874		\$109,491,077	\$133,486,792	\$116,643,639	\$108,028,936	\$136,154,504
Total		\$286,908,701		\$299,963,878	\$365,605,050	\$319,514,001	\$296,040,025	\$372,871,294

Cash Flow Savings in 2010 of an EPO

All of the claim figures above are "mature" amounts. If the City were to switch to an EPO it would receive a cash flow "break" in the first year since 2009 run out claims, claims incurred in 2009 but paid in 2010 would be covered by the UHC HMO plan. That break would be worth roughly \$8 million. Note that claims for 2011 would grow by the \$8 million plus trend, so people would need to be reminded this big increase would be looming. Taking this step also means that going back to an insured policy would require "paying back" this run out, making the option of going back unfeasible.

UnitedHealthcare
Financial Exhibits - Medical

Customer Name:	City of Milwaukee
Medical Policy:	712481
Renewal Date:	January 1 2010

Renewal rates effective: 1/1/10 to 12/31/10

Historical Information		Current Period	Prior Period	Blended
Beginning of Experience Period		3/1/2008	Not Applicable	
End of Experience Period		2/28/2009		
Medical Incurred Claims		\$75,848 925		
Rx Incurred Claims		\$0		
Member Months		218,500		
Experience Rating PMPM				
A	Incurred Medical Claims PMPM	\$347 13		
B	Pooled Claims Over \$500,000	\$1 27		
C	Adjusted Medical Claims (A - B)	\$345 87		
D	Incurred Rx Claims PMPM	\$0 00		
E	Total Incurred Claims (C + D)	\$345 87		
F	Trend Factor 22 mos	1 241		
G	Plan Change Adjustment	1 000		
H	Trended/Adjusted Claims (E * F * G)	\$429.09		
I	Claim Period Weighting	100%		\$429.09
J	Adjustment for Membership Shift			1.000
K	Pooling charge for \$500 000			\$2.91
L	Expected claims (I * J + K)			<u>\$432.00</u>
<u>Retention:</u>				
M	Administration			14 3%
N	Commission			0 0%
O	Premium tax			1.8%
P	Willis Qtrly Rptng / Ad Hoc			0.04%
Q	Total retention (M + N + O + P)			<u>16 1%</u>
R	Experience Premium PMPM [L / (1 - Q)]			<u><u>\$514.85</u></u>
Manual Rating PMPM				
S	Manual Premium PMPM (unadjusted)			\$471.03
T	Age/Sex Adjustment			1 160
U	Other Adjustment			1.000
V	Manual Premium PMPM (S * T * U)			<u><u>\$546.57</u></u>
Renewal Action				
		Calculated Premium	Credibility Factor	
W	Experience Rating	\$514 85	x 100.0%	\$514 85
X	Manual Rating	\$546 57	x 0 0%	\$0.00
Y	Initial Calculated Renewal Premium PMPM (W + X)			<u>\$514.85</u>
Z	Other Adjustment			1 000
AA	Final Calculated Renewal Premium PMPM (Y x Z)			<u>\$514.85</u>
AB	Current Premium PMPM			\$379.58
AC	Calculated Renewal Action (AA / AB) - 1			35 64%
AD	Suggested Renewal Action (current plan)			20.40%
AE	Prospective Plan Change			1 000
AF	Final Renewal Action ((1 + AD) * AE) - 1			<u>20 40%</u>
Current Subscribers		7,283	Final Renewal Premium PMPM	\$457.01
Current Members		18,123	Final Renewal Monthly Premium	\$8,282,430
			Final Renewal Annual Premium	\$99 389,156

Annual Medical Trend : 12.48%

Final renewal monthly/annual premiums are calculated using current enrollment

Rates and benefits are subject to regulatory and home office approval

File to Sales - COM Renewal for 1-1-2010 for RFP as of 5-22-2009 xls

Total

City of Milwaukee

2010 HMO Rate Renewal

United HealthCare		<u>A C T I V E</u>						<u>R E T I R E E S</u>					
PLAN	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC	UHC
UHC	MONTH	PC1	PC3	PC1	PC3	PC4	PC5	PC6	PC7	PC8	PC9	PC10	HMO TOTAL
	May-09	1,693	3,819	345	617	268	130	144	10	0	34	3	7,063
	2009	\$444.08	\$1,212.63	\$451.20	\$1,231.73	\$363.49	\$726.95	\$825.49	\$1,164.11	\$1,065.57	\$1,261.32	\$1,164.11	
	2010	\$534.67	\$1,460.01	\$543.24	\$1,483.00	\$437.64	\$875.25	\$993.89	\$1,401.59	\$1,282.95	\$1,518.63	\$1,401.59	

Annualized Total Premium

	Actives	Retirees	Total
2009	\$64,594,337	\$15,413,389	\$80,009,735
2010	\$77,771,694	\$18,557,677	\$96,331,381
Change	\$13,177,357 20.4%	\$3,144,288 20.4%	\$16,321,646 20.4%

Finance & Personnel Committee

[illegible]



Legislation Details (With Text)

File #: 081665 **Version:** 0

Type: Communication **Status:** In Committee

File created: 3/25/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication relating to creation of additional positions in the Department of Neighborhood Services to deal with graffiti incidents.

Sponsors: ALD. ZIELINSKI

Indexes: DEPARTMENT OF NEIGHBORHOOD SERVICES, GRAFFITI, POSITIONS ORDINANCE

Attachments: [Letter from Ald. Zielinski](#)
[Fiscal Note](#)

Date	Ver.	Action By	Action	Result	Tally
3/25/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

081665

Version

ORIGINAL

Reference

Sponsor

ALD. ZIELINSKI

Title

Communication relating to creation of additional positions in the Department of Neighborhood Services to deal with graffiti incidents.

Drafter

LRB09144

BJZ/mbh

3/25/09

CHAIR

- Anti-Graffiti Policy Committee

VICE CHAIR

- Community & Economic Development Committee

MEMBER

- Licenses Committee
- Zoning, Neighborhoods & Development Committee

**TONY ZIELINSKI**

ALDERMAN, 14TH DISTRICT

April 6, 2009

The Honorable Common Council**Honorable Members:**

Recently, incidents of graffiti are increasingly a cause of blight in the City of Milwaukee. In the first 3 months of 2009, there has been a total of 1,941 graffiti incidents reported to the Department of Neighborhood Services (DNS) hotline. This is an increase of 65% from the 1,176 reports made during the same time period in 2008. In March 2009 alone, there were 704 reports. There is no reason to believe that these rates will not continue throughout the year. This would be the worst year for graffiti that the city has ever experienced.

In 2008, there were 4,862 graffiti incidents reported to the Anti-Graffiti Hotline. The Department of Neighborhood Services immediately sends a letter to the owner of the property requesting that he or she remove the graffiti in a timely fashion. The amount of time varies but is generally 3 days. Exceptions would be if there was profanity in the graffiti; then DNS would request abatement within 24 hours or during frigid weather it may request abatement within 7 to 14 days. However, due to the staffing level in the graffiti abatement program, staff is not likely to be able to check to see if the graffiti has been abated for approximately 2 weeks. Presently, DNS has one full-time Special Enforcement Inspector and a Program Inspector Assistant who works 5 hours per week.

The department does not have actual numbers on compliance but estimates compliance after receiving a letter to be 80%, or 20% requiring a formal order for abatement. For 2008, this would have been approximately 972 cases requiring orders. Once an order is issued, the department also estimates an 80% compliance rate. The remaining 20% would be abated by the city and the costs charged to the property owner. In addition, a \$50 reinspection fee would be charged. In 2008, approximately 195 cases failed to be abated by the owner and were therefore removed by the city with costs charged to the owner. According to DNS, in 2008, there was a total of \$7,550 collected for reinspection fees, \$23,824 in reimbursement for abatement costs and \$1,449 in restitution costs paid to the city.

Given the substantial increase in graffiti incidences and the present lack of staffing to address graffiti in the Department of Neighborhood Services, I wish to provide DNS with the needed resources. I am therefore suggesting the addition of 2 Code Enforcement Inspectors and one Graffiti Program Manager. This staff would be largely out in the field

identifying incidents of graffiti, sending out notices, returning after 7 days to check on the status of abatement, writing orders if needed and returning again after 10 days to check again on the status of abatement. If the graffiti is not abated at that point, the city will contract for abatement and charge the property owner. I would also ask that a sum of \$50,000 be appropriated from the Common Council Contingent Fund to a special fund assigned to the Department of Neighborhood Services to cover the costs of abatement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Tony Zieliski". The signature is stylized with a large, sweeping "T" and a cursive "Z".

Ald. Tony Zieliski
Alderman, 14th District
City of Milwaukee
City Hall, Room 205
200 East Wells Street
Milwaukee, Wisconsin 53202

LRB09149

MET

4/6/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 4/23/2009FILE NUMBER: 081665Original Fiscal Note ☒ Substitute ☐SUBJECT: Addition of 2 Code Enforcement Inspectors and 1 Program Manager to the Anti-Graffiti Program in the Department of Neighborhood ServicesB) SUBMITTED BY (Name/title/dept./ext.): Lynne Steffen, Business Operations Manager, DNS, x2563

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:	Salary – 2 Code Enforcement Inspectors	006000	78,188		
	Salary – 1 Code Enforcement Supervisor	006000	58,149		
	Fringe Benefits	006180	55,898		
SUPPLIES:	Office supplies	006300	900		
	DNS logo clothing	006300	600		
MATERIALS:	Code Books	006300	1,500		
NEW EQUIPMENT:	Computer and software	006800	3,600		
	Camera, desk phone	006300	1,000		
EQUIPMENT REPAIR:					
OTHER:	Training	006300	900		
	Auto allowance	006300	7,200		
	Monthly cell phone charge	006300	720		
TOTALS			208,655		

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 checked="" type="checkbox"/> 3-5 YEARS	All costs except new equipment and code books
<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:

SPA funding each year to cover the cost of graffiti abatement

When DC48 contract is settled inspector rates will go up about 7.5%. Inspectors can be promoted to the II level after 2 years of satisfactory service

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Inspector salaries – Used 2006 rate for pay range 530-1

Manager salary –Used 2009 rate for pay grade 007. Took top inspector pay rate * 1.05, assuming a current inspector would be promoted

Fringe benefits calculated at 41%

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

Finance & Personnel Committee
FILE NUMBER: 081665

NOTICES SENT TO:

[illegible]



Legislation Details (With Text)

File #: 090250 **Version:** 0
Type: Resolution **Status:** In Committee
File created: 6/16/2009 **In control of:** PUBLIC SAFETY COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Resolution authorizing the acceptance and expenditure of contributions received by the Milwaukee Police Department from federally forfeited tangible property or cash for increased or enhanced law enforcement efforts.

Sponsors: THE CHAIR

Indexes: CRIME PREVENTION, DONATIONS, FIREARMS, POLICE DEPARTMENT

Attachments: [Fiscal Note](#)
[Cover Letter](#)
[Fiscal Analysis](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
6/25/2009	0	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	5:0
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090250

Version

Reference

081167

Sponsor

The Chair

Title

Resolution authorizing the acceptance and expenditure of contributions received by the Milwaukee Police Department from federally forfeited tangible property or cash for increased or enhanced law enforcement efforts.

Analysis

This resolution authorizes up to \$108,000 to fund items in accordance with the guidelines of the Asset Forfeiture Sharing Program, specifically to fund training ammunition for sworn officers transitioning to the newly adopted Smith and Wesson service firearm. This is in addition to the expenditures approved for 2009 in Common Council Resolution 081167 adopted February 10, 2009.

Body

Whereas, The Federal government has established specific guidelines for expending funds received as a result of the Asset Forfeiture Fund Program; and

Whereas, The Police Department currently has funds held in trust (Account No. 0678-2110-9XXXX-D3XX-662201) to increase or enhance law enforcement efforts in the City of Milwaukee; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is authorized to transfer up to \$108,000 from the Police Department's Federal Forfeiture Trust Fund (Account Number 0678-2110-9XXXX-D3XX-662201), to the contribution/revenue account entitled Federal Forfeiture Contribution Revenue (Account Number 0001-3311-985012); and, be it

Further Resolved, That upon transfer of these funds, the City Comptroller is authorized and directed to transfer \$108,000 from the Federal Forfeiture Revenue Contribution Account to the Police Department's budget as follows:

0001-3311-0001-D362-006300 \$108,000

; and, be it

Further Resolved, That all funds are to be expended to enhance law enforcement efforts in the City of Milwaukee, specifically, Ammunition, to train sworn officers transitioning to the newly adopted Smith and Wesson service firearm; and, be it

Further Resolved, That the Milwaukee Police Department is hereby authorized to expend such funds and that a detailed reporting of the expenditure of the funds for this purpose will be required in the Police Department's annual report to the Common Council, due by February 1, in accordance with Common Council Resolution Number 920252, adopted June 16, 1992.

Requestor

Drafter

Milwaukee Police Department

JJL

5/14/2009

CITY OF MILWAUKEE FISCAL NOTE

A) DATE May 13, 2009

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐SUBJECT: Resolution Authorizing Expenditures from the Police Department's Asset Forfeiture FundB) SUBMITTED BY (Name/title/dept./ext.): John Ledvina, Finance Manager, MPD Ext. 7495

- 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:	Asset Forfeiture Fund	D362	\$108,000		
TOTALS			\$108,000		

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

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

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

- H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

--

Department letter includes additional explanation.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐



Police Department

Edward A. Flynn
Chief of Police

May 20, 2009

The Honorable Members of the Common Council
200 East Wells Street, Room 202
Milwaukee, WI 53202

RE: 2009 Asset Forfeiture Expenditure Resolution

Dear Council Members:

Pursuant to Common Council File #920252, this file requests Common Council authorization for the Milwaukee Police Department to expend up to \$108,000 from its asset forfeiture funds. This additional 2009 expenditure is based on an emergent operational need and was not included in the 2009 Plan approved earlier this year by the Common Council. These expenditures are in accordance with the guidelines of the Federal Asset Forfeiture Sharing Program. This resolution will leave approximately \$182,061.20 in the Asset Forfeiture Trust Account.

Ammunition

\$108,000

Asset forfeiture funds will be used for training ammunition for sworn officers transitioning to the newly adopted Smith and Wesson service firearm.

Sincerely,



EDWARD FLYNN
CHIEF OF POLICE

EF:jl

LRB – RESEARCH AND ANALYSIS SECTION

**PUBLIC SAFETY COMMITTEE
FILE #090250**

JUNE 25, 2009

File #090250 authorizes the Milwaukee Police Department to transfer \$108,000 from the Federal Forfeiture Trust Fund for the purchase of training ammunition for sworn officers transitioning to the newly adopted Smith and Wesson service firearm. This expenditure was not included in the 2009 Asset Forfeiture Plan presented earlier this year, with the proposed addendum based on an emergent operational need within the Department.

BACKGROUND

Federal asset forfeiture funds come to the Police Department as a result of department participation in the seizure or forfeiture of tangible property or cash from successful drug trafficking investigations. The funds are then placed in a Federal Forfeiture Trust Fund. In accordance with the federal government's Asset Forfeiture Sharing Program, transfers and subsequent expenditures from the Fund must be used for increased or enhanced law enforcement efforts, and may not be used to supplant existing Police Department budgetary aims.

Common Council File #920252 requires the Police Department to present an annual Asset Forfeiture Plan, detailing current expenditure priorities for asset forfeiture funds, to the Common Council. The 2009 Asset Forfeiture Plan, which included \$1,703,845 in expenditure priorities, was presented to the Public Safety Committee on January 29, 2009, in Communication File #081166.

In addition, because forfeiture funds provide a significant level of "discretionary" spending power to the Police Department, a separate resolution is required for the release of monies from the Federal Forfeiture Trust Fund. File #081167, presented at the same January 2009 Public Safety Committee hearing, authorized the transfer of \$1,183,045 for specific items and/or programs highlighted within the 2009 Asset Forfeiture Plan.

DISCUSSION

The 2009 Asset Forfeiture Plan presented in January was based on needs and priorities of the Police Department at that time. As such, addendums or revisions to this plan are necessary when those needs and priorities change. This resolution effectively adds \$108,000 in training ammunition to the 2009 Asset Forfeiture Plan and authorizes the release of monies from the Federal Forfeiture Trust Fund for purchase of same.

FISCAL IMPACT

As of May 20, 2009, there was \$290,061 in the Police Department's Federal Forfeiture Trust Fund. Approval of this file authorizes the transfer and expenditure of \$108,000 from this fund. Because no City operating monies are included in this request, this resolution has no impact on the tax levy.

cc: Marianne Walsh
W. Martin Morics
Captain Diana Rowe
John Ledvina
Barbara Butler

Prepared by:
Michael Talarczyk
Legislative Fiscal Analyst
286-8661
June 17, 2009

NOTICES SENT TO FOR FILE 090250:

[illegible]



Legislation Details (With Text)

File #: 071627 **Version:** 0

Type: Communication-Report **Status:** In Committee

File created: 3/18/2008 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication relating to expenditures for Milwaukee Police Department information technology consulting services.

Sponsors: ALD. BOHL

Indexes: CONSULTANTS, POLICE DEPARTMENT

Attachments: [Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
3/18/2008	0	COMMON COUNCIL	ASSIGNED TO		
1/6/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
1/14/2009	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

071627

Version

ORIGINAL

Reference

Sponsor

ALD. BOHL

Title

Communication relating to expenditures for Milwaukee Police Department information technology consulting services.

Requestor

Drafter

CC

mw

3/18/08



Office of the Comptroller

March 17, 2008

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

Michael J. Daun
Deputy Comptroller

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

Oraig D. Kammholz
Special Deputy Comptroller

Ms. Marianne Walsh
Legislative Reference Bureau
City Clerk
200 East Wells Street – B4
Milwaukee WI 53202

RE: Police Department IT Consulting Contracts Email Request of 03-14-08

Dear Ms. Walsh:

Per your email request of March 14, 2008, you requested my staff to identify any expenditure for Police Department information technology consulting services paid to John Louzecky or Mark A. Meyer. Our research was to cover the time period 2003 through 2008 to-date.

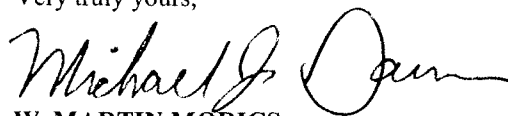
Our analysis indicated expenditures paid to Mark A. Meyer during 2003 through 2005, totaled \$5,044.94. These expenditures were authorized departmental expenditures for travel related expenses incurred as a City employee.

Payments paid from 2004 through 2008 to date to John Louzecky Consulting LLC consisted of two purchase orders. Purchase Order #E0000004804 for services commencing 07/01/04 through 03/31/07 was issued as an exception to bid-sole source contract. The purchase order was for consulting services on the WIBRS/RMS project. Services were to provide professional coordination and technical advice regarding project schedules, deliverables and budgets; assist in oversight for RMS coding classifications for incident based reporting, provide advisory consulting to the Milwaukee Police Department project director or designee regarding coding and reporting structures, operating efficiencies and methodology regarding law enforcement processes. This contract had five amendments with a final contract and payments of \$416,000. The second contract (#B0000007497) for the Period 10/01/07 through 09/30/08 was issued pursuant to a bid for a total of \$175,000.00. Payments applied to this contract through today were \$93,206.00. This vendor contract for records management integration and Wisconsin incident based reporting has an option to extend for four additional one year periods upon mutual consent.

Attached are several print screens of the above indicated purchase orders' edit comments and contract activities panels in the PeopleSoft Financials system. Further details associated with the procurement of these contracts are not available from this Office and should be addressed to the Department of Administration, Business Operations.

If you need additional information, please let us know.

Very truly yours,


W. MARTIN MORICS
Comptroller

WMM: BL:
Attachments (16 pages)

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SetID: CIMIL Status: Closed
Contract ID: E0000004804

Header

Process Option:	Purchase Order	Edit Comments	Activity Log
Vendor:	LOUZ JOHN-001	Contract Activities	Document Status
Vendor ID:	0001055284 JOHN LOUZECKY CONSULTING LLC	Primary Contact Info	Contract Thresholds
Begin Date:	07/01/2004	Amount Summary	
Expire Date:	03/31/2007	Maximum Amount:	416,000.00 USD
Currency:	USD CRRNT	Total Line Released Amount:	0.00
Primary Contact:		Open Item Amount Released:	390,425.00
Vendor Contract Ref:	331 POLICE		
Description:	VSC CONSULTANT SERVICES	Total Released Amount:	390,425.00
Master Contract ID:		Remaining Amount:	25,575.00
<input checked="" type="checkbox"/> Tax Exempt	A-245518	Remaining Percent:	6.15

<input checked="" type="checkbox"/> Allow Multicurrency PO	<input checked="" type="checkbox"/> Allow Open Item Reference	<input type="checkbox"/> Must Use Contract Rate Date
<input checked="" type="checkbox"/> Corporate Contract	<input type="checkbox"/> Adjust Vendor Pricing First	Rate Date: 06/30/2004
<input type="checkbox"/> Lock Chartfields	<input checked="" type="checkbox"/> Price Can Be Changed on Order	

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Description: VSC CONSULTANT SERVICES Total Released Amount: 390,425.00
Master Contract ID: Remaining Amount: 25,575.00
☒ Tax Exempt A-245518 Remaining Percent: 6.15

☒ Allow Multicurrency PO ☒ Allow Open Item Reference ☐ Must Use Contract Rate Date
☒ Corporate Contract ☐ Adjust Vendor Pricing First Rate Date: 06/30/2004
☐ Lock Chartfields ☒ Price Can Be Changed on Order

[PO Defaults](#)[PO Open Item Pricing](#)

Dispatch Method: Print

[Dispatch](#)[Add Item from](#)[Catalog](#)[Item Search](#)**Lines**[Customize](#) | [Find](#) | [View All](#) | [Details](#) | [Order By Amount](#) | [Item Information](#) | [Default Schedule](#) | [Release Amounts](#) | [Release Quantities](#) |

Line	Item	Description	UOM	Category	Incl Rel
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Header Comments

SetID: CIMIL Contract ID: E0000004804

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Sort Method: Comment Time Stamp

Sort Sequence: Ascending

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Comments

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Comment Status: Active

[Inactivate](#)☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☒ Copy to Purchase Order

Attachment

Attachment

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Comment Status: Active

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1000004 AMENDMENT #1 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY

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Sort Method: Comment Time Stamp

Sort Sequence: Ascending

[Sort](#)

Comments

[Find](#) | [View All](#)[First](#) [2 of 3](#) [Last](#)

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Comment Status: Active

[10300-316](#)

10/20/04 AMENDMENT #1 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY \$39,000.00 (390 HOURS X \$100.00 HOUR) FROM \$25,000.00 TO \$64,000.00. (MDRZEW)

4/21/05 - AMENDMENT #2 INCREASE THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT BY \$72,000.00 AND EXTEND THE TIME OF PERFORMANCE UNTIL 12/31/05.

☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☒ Copy to Purchase Order

Attachment

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Comment Status: Active

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10/20/04 AMENDMENT #1 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY \$39,000.00 (390 HOURS X \$100.00 HOUR) FROM \$25,000.00 TO \$64,000.00. (MDRZEW)

4/21/05 - AMENDMENT #2 INCREASE THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT BY \$72,000.00 AND EXTEND THE TIME OF PERFORMANCE UNTIL 12/31/05.

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Associated Document

Attachment

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3/13/07 CHANGE ORDER #5 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY \$30,000.00 FROM \$386,000.00 TO \$416,000.00. MD

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12/12/05 - AMENDMENT #3 TO INCREASE THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT BY \$125,000.00 FROM \$136,000.00 TO \$261,000.00 AND EXTEND THE TERM OF THE CONTRACT THROUGH 06/30/06. THIS IS NECESSARY TO FACILITATE THE COMPLETION OF THE REMAINING COMPLEX PHASES OF THE PROJECT. (AHALEY) (REQ.6108 APPLIES)

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Associated Document

Attachment

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Copy Standard Comments

Comment Status: Active

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3/13/07 CHANGE ORDER #5 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY \$30,000.00 FROM \$386,000.00 TO \$416,000.00. MD

☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☐ Copy to Purchase Order

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AMENDMENT #4 (REQ. 6551 APPLIES) - INCREASE THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT BY \$125,000.00 FROM \$261,000.00 TO \$386,000.00 AND EXTEND THE TERM OF THE CONTRACT THROUGH 03/31/07. THE MPD WOULD LIKE TO CAPITALIZE ON THE CONSULTANT'S KNOWLEDGE OF THE RECORDS AND MANAGEMENT SYSTEM AND RELATED COMPUTER SUBSYSTEMS. THE CONSULTANT WILL ASSIST IN PROJECT MANAGEMENT AND INTEGRATION OF

☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☒ Copy to Purchase Order

Attachment

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3/13/07 CHANGE ORDER #5 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY \$30,000.00 FROM \$386,000.00 TO \$416,000.00. MD

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CONTRACT THROUGH 03/31/07. THE MPD WOULD LIKE TO CAPITALIZE ON THE CONSULTANT'S KNOWLEDGE OF THE RECORDS AND MANAGEMENT SYSTEM AND RELATED COMPUTER SUBSYSTEMS. THE CONSULTANT WILL ASSIST IN PROJECT MANAGEMENT AND INTEGRATION OF THE EARLY INTERVENTION MODULE INTO EXISTING COMPUTER SYSTEMS, INCLUDING RMS AND FMIS. (AFORNAL)

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Associated Document

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Comment Status: Active

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3/13/07 CHANGE ORDER #5 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY \$30,000.00 FROM \$386,000.00 TO \$416,000.00. MD

☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☐ Copy to Purchase Order

Associated Document

Attachment

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Contract Activities

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SetID: CIMIL

Contract ID: E0000004804

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First 1-2 of 2 Last

<u>Due Date</u>	<u>Done</u>	<u>Comments</u>
1 10/20/2004	<input type="checkbox"/>	<p>10/20/04 AMENDMENT #1 INCREASED THE ESTIMATED TOTAL VALUE OF THE CONTRACT BY \$39,000.00 (390 HOURS X \$100.00 HOUR) FROM \$25,000.00 TO \$64,000.00. (MDRZEW)</p> <p>VENDOR SERVICE CONTRACT FOR CONSULTING SERVICES FOR UP TO 250 HOURS FOR THE WIBRS/RMS PROJECT TO COMMENCE ON JULY 1, 2004 THROUGH JUNE 30, 2005, WHICH WILL PROVIDE PROFESSIONAL COORDINATION AND TECHNICAL ADVICE REGARDING PROJECT SCHEDULES, DELIVERABLES AND BUDGETS, ASSIST IN OVERSIGHT FOR RMS CODING CLASSIFICATIONS FOR INCIDENT BASED REPORTING, PROVIDE ADVISORY CONSULTING TO THE MILWAUKEE POLICE DEPARTMENT PROJECT DIRECTOR OR DESIGNEE REGARDING CODING AND REPORTING STRUCTURES, OPERATING EFFICIENCIES AND METHODOLOGY REGARDING LAW ENFORCEMENT PROCESSES.</p>
2 06/30/2004	<input type="checkbox"/>	<p>BILLING TO BE ON A MONTHLY BILLING @ \$100.00/HOUR</p> <p>THE ESTIMATED MAXIMUM COMPENSATION SHALL NOT EXCEED: \$25,000.00</p> <p>CONTACT PERSON/TELEPHONE #: JOHN LOUZECKY @ 414-475-8409</p> <p>TO BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS SET FORTH IN CONTRACT #E0000004804</p> <p>PURCHASING AGENT: AILEEN HALEY @ X3506</p> <p>PAYMENT TERMS: PROMPT</p>

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SetID: CIMIL Status: Approved
Contract ID: B0000007497

Header

Process Option:	General Contract	Edit Comments	Activity Log
Vendor:	LOUZ JOHN-001	Contract Activities	Document Status
Vendor ID:	0001055284 JOHN LOUZECKY CONSULTING LLC	Primary Contact Info	Contract Thresholds
Begin Date:	10/01/2007		
Expire Date:	09/30/2008	Maximum Amount:	175,000.00 USD
Currency:	USD CRRNT	Total Line Released Amount:	0.00
Primary Contact:		Open Item Amount Released:	93,296.00
Vendor Contract Ref:	331 POLICE		
Description:	VSC RECORDS MGMT INTEGRATION	Total Released Amount:	93,296.00
Master Contract ID:		Remaining Amount:	81,704.00
<input type="checkbox"/> Tax Exempt	A-245518	Remaining Percent:	46.69

Contract Options

<input checked="" type="checkbox"/> Allow Multicurrency PO	<input checked="" type="checkbox"/> Allow Open Item Reference	<input type="checkbox"/> Must Use Contract Rate Date
<input checked="" type="checkbox"/> Corporate Contract	<input type="checkbox"/> Adjust Vendor Pricing First	Rate Date: 09/17/2007
<input type="checkbox"/> Lock Chartfields	<input checked="" type="checkbox"/> Price Can Be Changed on Order	

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SetID: CIMIL Status: Approved
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▼ Header

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<input checked="" type="checkbox"/> Tax Exempt	A-245518	Remaining Percent:	46.69

<input checked="" type="checkbox"/> Allow Multicurrency PO	<input checked="" type="checkbox"/> Allow Open Item Reference	<input type="checkbox"/> Must Use Contract Rate Date
<input checked="" type="checkbox"/> Corporate Contract	<input type="checkbox"/> Adjust Vendor Pricing First	Rate Date: 09/17/2007
<input type="checkbox"/> Lock Chartfields	<input checked="" type="checkbox"/> Price Can Be Changed on Order	

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[Home](#)[Add to Favorites](#)[Sign out](#)☐ Allow Multicurrency PO☒ Allow Open Item Reference☐ Must Use Contract Rate Date☒ Corporate Contract☐ Adjust Vendor Pricing First

Rate Date: 09/17/2007

☐ Lock Chartfields☒ Price Can Be Changed on Order[PO Defaults](#)[PO Open Item Pricing](#)

Dispatch Method: Print

[Dispatch](#)**Vendor Contract Options**

Invoice Number:

Gross Amount:

0.00 USD

AP Business Unit:

Freight Amount:

0.00

Accounting Template:

Sales Tax Amount:

0.00

Payment Terms ID:

VAT Amount:

0.00

Basis Dt Type:

Misc. Amount:

0.00

[Miscellaneous Charges](#)[Retention](#)**Item Information**[Catalog](#)[Item Search](#)**Lines**[Customize](#) | [Find](#) | [View All](#) | [Details](#)[Order By Amount](#)[Item Information](#)[Default Schedule](#)[Release Amounts](#)[Release Quantities](#)[Line](#)[Item](#)[Description](#)[UOM](#)[Category](#)[Merchandise Amt](#)

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Maintain Contracts

Header Comments

SetID: CIMIL Contract ID: B0000007497

☒ Retrieve Active Comments Only[Retrieve](#)

Sort Method: Comment Time Stamp

Sort Sequence: Ascending

[Sort](#)

Comments

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First 1 of 1 Last

Copy Standard Comments

Comment Status: Active

[Inactivate](#)

VENDOR SERVICE CONTRACT FOR RECORDS MANAGEMENT INTEGRATION AND WISCONSIN
INCIDENT BASED REPORTING FOR THE PERIOD OCTOBER 1, 2007 THROUGH SEPTEMBER 30,
2008 WITH THE OPTION TO EXTEND FOR FOUR ADDITIONAL ONE YEAR PERIODS UPON MUTUAL
CONSENT.

☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☐ Copy to Purchase Order

Associated Documents

Attachment

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Header Comments

SetID: CIMIL Contract ID: B0000007497

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Sort Method: Comment Time Stamp

Sort Sequence: Ascending

[Sort](#)

Comments

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First 1 of 1 Last

Copy Standard Comments

Comment Status: Active

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MAXIMUM COMPENSATION NOT TO EXCEED \$175,000.00

HOURLY RATE - \$112.00/HOUR

CONTACT PERSON/TELEPHONE: JOHN LOUZECKY 282.0008

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Associated Comments

Attachment

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Maintain Contracts

Header Comments

SetID: CIMIL Contract ID: B0000007497

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Sort Sequence: Ascending

[Sort](#)

Comments

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Comment Status: Active

[Inactivate](#)

CONTACT PERSON/TELEPHONE: JOHN LOUZECKY 282-0998

TERMS OF PAYMENT: PROMPT

TO BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS SET FORTH IN CONTRACT

☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☐ Copy to Purchase Order

Associated Documents

Attachment

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Maintain Contracts

Header Comments

SetID: CIMIL Contract ID: B0000007497

☒ Retrieve Active Comments Only[Retrieve](#)

Sort Method: Comment Time Stamp

Sort Sequence: Ascending

[Sort](#)

Comments

[Find](#) | [View All](#)

First

1 of 1

[Last](#)

Copy Standard Comments

Comment Status: Active

[Inactive](#)

TERMS OF PAYMENT: PROMPT

TO BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS SET FORTH IN CONTRACT
B0000007497 (RFP 0000001988). MD☒ Send to Vendor ☐ Shown at Receipt ☐ Shown at Voucher ☐ Copy to Purchase Order

Associated Documents

Attachment

[Attach](#)[View](#)[Delete](#)[Email](#)

From -> CNT CIMIL-B0000007497

[OK](#)[Cancel](#)[Refresh](#)

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JAMES A. BOHL JR.
Alderman, 5th District

September 9, 2008

Police Chief Edward Flynn
City of Milwaukee Police Department
Police Administration Building
749 W. State Street, 7th Floor
Milwaukee, WI 53201

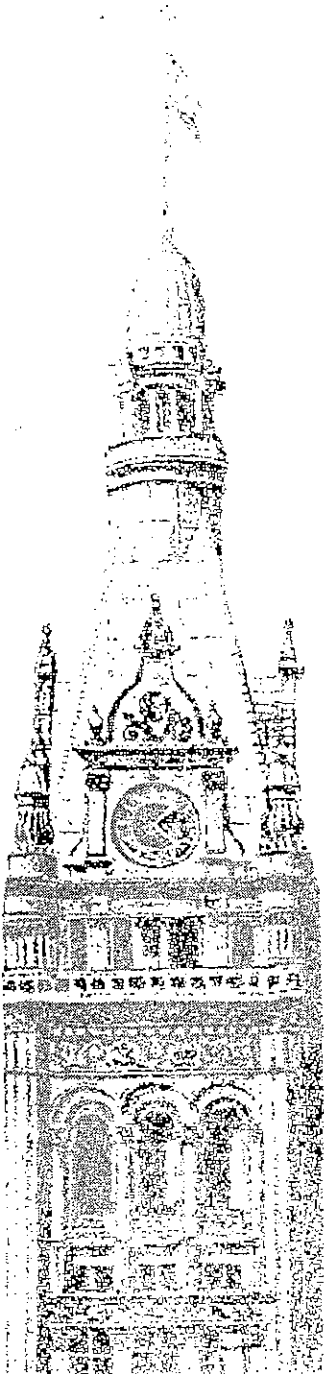
**Re: Strategic Plan for Police Department Information
Technology Staffing**

Dear Chief Flynn:

Earlier this year, I raised valid concerns about the Milwaukee Police Department's information technology division and the department's outsourcing of critical information technology skills which seem inherently basic to the full and effective use of its data systems.

At my request, the Legislative Reference Bureau requested information from the Comptroller's Office regarding payments for IT consulting services made by the MPD to Mr. John Louzecky, a retired Milwaukee police officer. Mr. Louzecky retired from the MPD approximately 10 years ago as a Police Captain assigned to MPD's information technology division.

According to information from the Comptroller's Office dated March 17, 2008 (copy attached), Mr. Louzecky was paid \$416,000 for IT consulting services commencing 07/01/04 through 03/31/07 under an exception to bid, sole source contract. Mr. Louzecky received another contract, issued pursuant to a bid, for the time period 10/01/07 through 09/30/08, for \$175,000; this contract includes an option to extend for 4 additional one year periods.



Page Two
September 9, 2008

I am not questioning Mr. Louzecky's background, education, experience, or familiarity with MPD's IT systems. However, it is quite apparent that no knowledge transfer occurred between Mr. Louzecky and other employees in the MPD's information technology division while he was employed in the position of Captain in IT, which has cemented his consulting relationship.

This has been an emerging pattern in other City departments, not just the MPD. Certain employees build a niche for themselves as "the only one who can do that job." After retiring from City employment, with no transfer of knowledge to other employees whom they supervised or interacted with, they return as highly paid consultants.

This is most certainly not a wise use of taxpayer money.

I have introduced a Common Council communication file relating to expenditures for information technology consulting services by the Milwaukee Police Department, which I plan to have scheduled for a public hearing at an upcoming meeting of the Finance & Personnel Committee.

As part of this file, I am herewith requesting you to submit a written strategic plan for improving the staffing and operation of MPD's information technology division, including your vision for the appropriate number and types of skilled positions that may be required. As you yourself have stated, the F.B.I., C.I.A., and other high level law enforcement agencies have moved to civilian, professional information technology staffing.

As you are aware, City Comptroller W. Martin ("Wally") Morics conducted an audit of the Milwaukee Police Department's Crime Data System. Comptroller Morics and his audit staff examined the MPD's Computer Aided Dispatch System, Corrections Management System, Automated Reporting System, and Records Management System.

The audit, dated July 2007, included several recommendations, among them:

Page Three
September 9, 2008

Recommendation 4: Address IT staffing issues in MPD

The Mayor and Common Council should address the information technology staffing issues in MPD. The extent of technology now installed in MPD, nearly \$40 million during the last five years, as well as projects currently being implemented, require a properly sized staff with the right technical skills. Obtaining individuals with the necessary training will probably require hiring experienced information technology professionals rather than using sworn MPD officers and supervisors. A thorough examination of staffing needs necessary to develop, implement and maintain major MPD information systems should be conducted.

I am appreciative of the fact that you have been quick to recognize the problems with MPD's IT operation, and that you requested the creation of a civilian IT leadership position.

I look forward to working with you on this critical issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Bohl". The signature is fluid and cursive, with the first name "Jim" and last name "Bohl" clearly distinguishable.

Ald. James Bohl, 5th District

cc: All Common Council Members
Mayor Tom Barrett
Patrick Curley
Mark Nicolini
Jennifer Meyer
Wally Morics
Mike Daun

Finance & Personnel Committee
FILE NUMBER: 071627

NOTICES SENT TO:[illegible]



Legislation Details (With Text)

File #: 090187 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the issuance and sale of up to \$230,000,000 of revenue anticipation notes or General Obligation Notes for the purpose of financing the operating budget of the Milwaukee Public Schools on an interim basis.

Sponsors: THE CHAIR

Indexes: GENERAL OBLIGATION BONDS, MILWAUKEE PUBLIC SCHOOLS, MUNICIPAL BORROWING

Attachments: [Fiscal Note](#)
[Cover Letter](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090187

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution authorizing the issuance and sale of up to \$230,000,000 of revenue anticipation notes or General Obligation Notes for the purpose of financing the operating budget of the Milwaukee Public Schools on an interim basis.

Analysis

This resolution authorizes the City of Milwaukee to issue school revenue anticipation notes (RANs) under Section 67.12(1), Wisconsin Statutes, for the purpose of financing the operating budget of the Milwaukee Public Schools on an interim basis. The resolution pledges revenues payable to the School Operations Fund during the fiscal year to the payment of debt service on the RANs. This resolution authorizes and directs the proper City officers to segregate state general school aid revenues payable to the School Operations Fund in June of 2010 to secure payment of the principal of the RANs at maturity, and pledges surplus revenues in the Debt Service Fund to pay interest on the RANs to maturity. Finally, this resolution authorizes the proper City officers to deposit with the City's Fiscal Agent an amount sufficient together with earnings thereon to pay, when due, the principal of and interest on the RANs.

Body

Whereas, The Milwaukee Public Schools (the "MPS") is a department of the City of Milwaukee (the "City") authorized by Sections 65.05 and 119.46, Wisconsin Statutes, to establish a School Operations Fund, and to determine its expenditures and the taxes to be levied therefor; and

Whereas, MPS is temporarily in need of funds in the amount not to exceed \$230,000,000 to meet the immediate expenses of operating and maintaining the public instruction in MPS during the 2009-2010 fiscal year commencing July 1, 2009 and ending June 30, 2010 (the "Fiscal Year"); and

Whereas, Each year, the Milwaukee Board of School Directors (the "Board") deems it necessary and in the best interest of MPS that funds be borrowed and revenue anticipation notes be issued to fund the temporary need, and requests the City to so issue such notes; and

Whereas, The City is a municipality authorized by the provision of Section 67.12(1)(a), Wisconsin Statutes, to borrow money in anticipation of revenues for school purposes; and

Whereas, The City deems it necessary and in the best interest of MPS that funds be borrowed and revenue anticipation notes be issued pursuant to the provisions of Section 67.12(1)(a), Wisconsin Statutes, for the purpose of financing the operating budget of the Milwaukee Public Schools on an interim basis; and

Whereas, In accordance with Section 67.12(1)(a), Wisconsin Statutes, the total amount borrowed shall not exceed 60% of MPS's total actual and anticipated receipts in the fiscal year, and shall be repaid no later than 18 months after the first day of the fiscal year; and

Whereas, The tax for the operations and maintenance of schools of MPS for the Fiscal Year has been voted by

the Board to be collected on the next tax roll; and

Whereas, To the best of the knowledge, information and belief of the Board, MPS complies with the revenue limits set forth in Sections 121.91 and 121.92, Wisconsin Statutes; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that it hereby and herewith authorizes and declares its purpose to issue school revenue anticipation notes (the "RANs") pursuant to the provisions of Section 67.12(1), Wisconsin Statutes, in an amount not to exceed \$230,000,000; and, be it

Further Resolved, That the RANs shall be sold by the Commissioners of the Public Debt in one or more series, at one or more time or times, at a true interest cost not to exceed 5.00% at public competitive or private sale; or to the Public Debt Amortization Fund for the purpose of investment and/or cancellation; and, be it

Further Resolved, That the RANs shall be dated no later than March 1, 2010, shall mature on or before November 1, 2010, shall be registered in the name of CEDE & Co. as nominee of the Depository Trust Corporation, New York, New York, shall bear interest at a rate not to exceed 7.00% per annum, and may or may not be subject to redemption prior to maturity as determined by the Commissioners of the Public Debt; provided however, that RANs purchased by the Public Debt Amortization Fund shall be registered to the same; and, be it

Further Resolved, That each series of the RANs shall be designated as determined by the Commissioners of the Public Debt; and, be it

Further Resolved, That in accordance with authorization from the Board for the purpose of securing payment, when due, of the principal on the RANs, the proper City officers are hereby authorized and directed to segregate within the School Operations Fund state general school aid revenue payments under Section 121.15, Wisconsin Statutes, for the Fiscal Year that are received in June of the Fiscal Year and the following July, in the amount of the principal of the RANs; and, be it

Further Resolved, In accordance with authorization from the Board, that the Common Council hereby declares that it irrevocably pledges as security for the repayment of the RANs and interest thereon, all revenues of the School Operations Fund attributable to the Fiscal Year which are due MPS, in the Fiscal Year, and not yet paid as of the date of delivery of the RANs, and which are not otherwise pledged and/or applied; and, be it

Further Resolved, That surplus revenues in the Debt Service Fund be and hereby are pledged to the payment, when due, of interest on the RANs, and that the proper City officers be and hereby are authorized and directed to create a separate account in the Debt Service Fund from surplus revenues within the fund in the amount of interest due on the RANs to maturity; and, be it

Further Resolved, That the proper City officers be and hereby are authorized to execute an addendum to the agreement with the City's Fiscal Agent with respect to the RANs (the "Addendum"); and, be it

Further Resolved, That should the RANs mature on or before the end of the Fiscal Year as determined by the Commissioners of the Public Debt, City officers may determine whether it is desirable or not to have a Fiscal Agent to make the payment on the RANs. If it is determined that a Fiscal Agent is not desirable, the City officers need not execute the Addendum, and are directed to pay directly, when due, the principal of and interest on the RANs; and, be it

Further Resolved, That the proper City officers be and hereby are authorized and directed to deposit with the

City's Fiscal Agent on or before the end of the Fiscal Year pledged revenues to purchase direct obligations of the U.S. Government in an amount sufficient together with earnings thereon to pay, when due, the principal of and interest on the RANs to maturity; and, be it

Further Resolved, That the RANs shall not constitute an indebtedness for purposes of determining the City's constitutional debt limitation, and no additional tax shall be levied to pay the RANs; and, be it

Further Resolved, That the City Comptroller be and hereby is authorized and directed to prepare an official statement in connection with the issuance of the RANs and to execute on behalf of the City all certifications which may be required in connection with the official statement; and, be it

Further Resolved, That the City covenants to take all actions necessary to preserve the exemption of interest on the RANs from federal income taxation. No use of the proceeds of the sale of the RANs shall be made which, if such use had been reasonably expected on the date of issue of the RANs, would have caused such RANs to be "arbitrage bonds" as defined in Subsection (d)(2) of Section 103 and Section 148 of the U.S. Internal Revenue Code of 1986. The City shall comply with the requirements of Sections 141 through 150 of said Internal Revenue Code and the applicable regulations of the Internal Revenue Service adopted thereunder throughout the term of the RANs. The provisions of this section shall be a covenant with the purchasers of the RANs; and, be it

Further Resolved, That the Continuing Disclosure Certificate, in substantially the form of the Supplemental Certificate authorized by File Number 031384 adopted on February 10, 2004, is authorized to be executed and delivered by the Comptroller for the RANs; and, be it

Further Resolved, That the City authorizes and directs the appropriate officers and employees of the City to take all action necessary or appropriate to comply with and carry out all of the provisions of the Continuing Disclosure Certificate as amended from time to time. Notwithstanding any other provision of the resolution, failure of the City to perform in accordance with the Continuing Disclosure Certificate shall not constitute a default under the resolution and the Continuing Disclosure Certificate may be enforced only as provided therein.

Requestor

Comptroller

Drafter

RSL

PD-7542aW.rtf

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: May 26, 2009

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the issuance and sale of up to \$230,000,000 of revenue anticipation notes for the purpose of financing the operating budget of the Milwaukee Public Schools on an interim basis.

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:					
	Debt Service		4,600,000		
	Interest Earnings			115,000	
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:

Expense: \$230,000,000 at 2.00% for 1 year

Revenue: Average Balance of one half (1/2) of \$230,000,000 at 0.10% for 1 year

PD-7542afW.doc

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



Office of the Comptroller

May 27, 2009

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

Michael J. Daun
Deputy Comptroller

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

Craig D. Kammholz
Special Deputy Comptroller

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

Dear Council Members:

I would like to request the introduction of the following resolutions that relate to the annual cash flow borrowing for Milwaukee Public Schools:

Resolution authorizing the issuance and sale of up to \$230,000,000 of revenue anticipation notes and/or General Obligation Notes for the purpose of financing the operating budget of the Milwaukee Public Schools on an interim basis.

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

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-7542W.DOC

Finance & Personnel Committee
FILE NUMBER: 090187

NOTICES SENT TO:

[illegible]



Legislation Details (With Text)

File #: 090241 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Operating Budget](#)
[Grant Analysis Form](#)
[Cover Letter](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090241

Version

SUBSTITUTE 1

Reference

Sponsor

The Chair

Title

Substitute resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin - Department of Health Services.

Analysis

This resolution authorizes the Health Department to apply for, accept and fund the Milwaukee Breast and Cervical Cancer Awareness Grant project from the State of Wisconsin Division of Health and Family Services in the amount of \$104,302 grantor share. The grant funds will be used for the Wisconsin Women's Cancer Control Program.

BODY

Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services for the Wisconsin Women's Cancer Control Program; and

Whereas, The operation of this grant project from 07/01/09 to 06/30/10 would cost \$104,302 provided by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant parent of the 2009 Special Revenue-Grant and Aid Projects Fund, the following amounts for the program titled Milwaukee Breast and Cervical Cancer Awareness Grant:

Project/Grant	GR0000900000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$104,302

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

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

1. Expend from the amount appropriated sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2009 grant budget funds for training and out-of-town travel by departmental staff; and
3. Enter into subcontracts as specified in the grant budget.

; and, be it

Further Resolved, That the Common Council directs that the 2009 Positions Ordinance C.C. File Number 080522, should be amended as follows:

Health Department

Amend footnote (U) as follows:

To expire 6/30/10 unless the Milwaukee Breast and Cervical Cancer Awareness Grant, available from the State of Wisconsin Department of Health Services, is extended.

Requestor

Health Department

Drafter

HEALTH

YMR

06-22-09

BCAP Awareness Resolution 09-10

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 22, 2009

FILE NUMBER: 090241

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution relative to application, funding, and expenditure of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin Department of Health Services.

B) SUBMITTED BY (Name/title/dept./ext.): Yvette M. Rowe, Business Operations Manager, X3997

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			104,302	104,302	
TOTALS			104,302	104,302	

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

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

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

<p align="center">LRB- RESEARCH AND ANALYSIS SECTION</p> <p> PUBLIC SAFETY COMMITTEE JUNE 25, 2009 ITEM 8, FILE # 090241 </p>		
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File # 090241 is a resolution relative to the application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin.

Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the Breast and Cervical Cancer Awareness Grant from the State of Wisconsin Department of Health Services.
2. This is a continuing grant under the Wisconsin Women's Cancer Control Program. The funding proposed for the year beginning July 1, 2009, is the same amount, \$104,372, as budgeted for the current grant year authorized by Common council Resolution File # 080283.
3. The primary purpose of the Breast and Cervical Cancer Awareness Program (BCCAP) is to educate and motivate women to take decisive actions that will prevent premature death and disability due to cancer and other conditions.
4. BCCAP is expanding in scope during the current grant cycle and now includes health promotion and risk reduction for cardiovascular disease, osteoporosis, diabetes, mental illness and domestic violence. The focus continues to be upon low-income women, 35-64 years of age, in the city of Milwaukee.

Discussion

1. The period of the proposed grant is July 1, 2009, through June 30, 2010.
2. The proposed budget provides for the continued funding of 1 existing position of Well Women's Program Manager (SG 07).
3. This program and budget are integrated within the Milwaukee Health Department's Well Women's Program. The Well Women's Program includes collaboration with community health providers.
4. The proposed grant budget provides:

Personnel

Well Women's Program Manager	\$ 67,500
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Fringe

41%	27,675
-----	--------

Supplies and Materials

Office and Screening Supplies, X-ray Films	5,127
--	-------

Services

Postage, Temporary Driver, Van Maintenance	4,000
--	-------

TOTAL	\$104,302
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5. The resolution in File #090241 authorizes the City Comptroller to commit \$104,302 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
6. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts, to incur costs consistent with the award documents including costs of travel and training, and to enter into contacts.

Fiscal Impact

1. The total amount of this grant is \$104,302, entirely grantor share.
2. No City match is required and there is no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
June 22, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Lisa Phillips
Renee Joos

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Milwaukee Breast and Cervical Cancer Awareness Program

PROJECT/PROGRAM YEAR: 2009 - 2010

CONTACT PERSON: Lisa Phillips, X8891

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Well Women's Program Manager (U) (X) (Y) (GG)	007	67,500			67,500
		TOTAL PERSONNEL COSTS		67,500			67,500
		FRINGE BENEFITS					
		41%		27,675			27,675
		TOTAL FRINGE BENEFITS		27,675			27,675
		SUPPLIES AND MATERIALS					
		Office and Program Supplies		1,527			1,527
		Screening Supplies		1,500			1,500
		Xray Films		1,500			1,500
		TOTAL SUPPLIES AND MATERIALS		4,527			4,527
		SERVICES					
		Postage		500			500
		Van Maintenance and Repairs		2,500			2,500
		Travel/Training		1,600			1,600
		TOTAL SERVICES		4,600			4,600
		TOTAL COSTS		104,302			104,302

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Health/Family and Community Health Services

Contact Person & Phone No: Lisa Phillips, X8891

Category of Request

☐ **New Grant**

☐ **Grant Continuation**

☐ **Change in Previously Approved Grant**

Previous Council File No. 080283

Previous Council File No.

Project Title: Milwaukee Breast and Cervical Cancer Awareness Grant

Grantor Agency: Wisconsin Division of Health and Family Services

Grant Application Date: N/A - Continuing

Anticipated Award Date: July 2009

Please provide the following information:

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

These grant funds will be used to expand the scope of the Wisconsin Women's Cancer Control Program beyond its current focus of breast and cervical cancer screening. The Well Women Health Screening Program will provide screening, diagnostic services, and case management to low-income women 35-64 years of age including referral to existing primary care providers.

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

This grant would enable the Milwaukee Breast and Cervical Cancer Program and other programs within the Family and Community Health Services Division to work as a collaborative effort with existing community providers. Additional partnerships with existing community providers will be enhanced and established to assure access to health promotion/risk reduction services.

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

These grant funds are needed to strengthen, enhance and expand our current program and services provided. These services are to include breast and cervical cancer screening.

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

Results will be measured through our client data collection system and the required state reporting mechanisms that is specific to this grant.

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

The grant period is July 1, 2009 through June 30, 2010.

This grant funds positions and services vital to the operation of the breast cancer program.

6. Provide a List of Subgrantees:

N/A

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

June 10, 2009

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

RE: "Title Only" Grant Resolutions

Dear Mr. Owczarski:

This is to provide you with background information on the resolutions that the Health Department would like to be introduced:

2009 Back to School Health Fair - Resolution relative to application, funding and expenditure of the 2009 Back to School Health Fair Grant from the Stark Hospital Foundation.

Breast and Cervical Cancer -Awareness Grant - Resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Case Management Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer – Screening Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Wise Woman Grant - Resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin – Department of Health Services.

Congenital Disorders Grant - Resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin – Division of Health and Family Services.

Ecocultural Grant - Resolution relative to the application, acceptance and funding of the Ecocultural Family Interview Assessment Grant from the University of Wisconsin-School of Medicine and Public Health.

HIV Women's Grant - Resolution relative to application, acceptance and funding of the HIV Women's Grant from the Medical College of Wisconsin.

Lead Poisoning Prevention Grant - Resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Division of Health and Family Services.

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

As always, thank you for your consideration of these “title only” resolutions. The files will be filled as soon as possible for the next Common Council meeting cycle.

Sincerely,

Yvette M. Rowe
Business Operations Manager-Health

Attachment

Finance & Personnel Committee
FILE NUMBER: 090241

NOTICES SENT TO:

[illegible]



Legislation Details (With Text)

File #: 090242 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Operating Grant Budget](#)
[Grant Analysis Form](#)
[Cover Letter](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090242

Version

SUBSTITUTE 1

Reference

Sponsor

The Chair

Title

Substitute resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin - Department of Health Services.

Analysis

This resolution authorizes the Health Department to apply for, accept and fund the Breast and Cervical Cancer Case Management Grant project from the State of Wisconsin Department of Health Services in the amount of \$118,903 grantor share. The project will provide screening, diagnostic services, and case management to low-income and under-served women 35-64 years of age.

BODY

Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services to provide screening, diagnostic services, and case management to low-income and under-served women 35-64 years of age; and

Whereas, The operation of this grant project from 07/01/09 to 06/30/10 would cost \$118,903 provided entirely by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant parent of the 2009 Special Revenue-Grant and Aid Projects Fund, the following amounts for the program titled Breast and Cervical Cancer Case Management Grant:

Project/Grant	GR0000900000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$118,903

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

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

1. Expend from the amount appropriated sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2009 grant budget funds for training and out-of-town travel by departmental staff; and
3. Enter into subcontracts as specified in the grant budget.

; and, be it

Further Resolved, That the Common Council directs that the 2009 Positions Ordinance C.C. File Number 080522, should be amended as follows:

Under

Health Department
Milwaukee Breast Cancer Awareness Program

Amend footnote (LL) as follows to read as follows:

To expire 6/30/10 unless the Breast and Cervical Cancer Case Management Grant, available from the State of Wisconsin Department of Health Services, is extended.

Requestor

Health Department

Drafter

YMR

06-22-09

BCAP Case Mgmt 09-10 RES

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 22, 2009

FILE NUMBER: 090242

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution relative to application, funding, and expenditure of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin – Department of Health Services.

B) SUBMITTED BY (Name/title/dept./ext.): Yvette M. Rowe, Business Operations Manager, X3997

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$118,903	\$118,903	
TOTALS			\$118,903	\$118,903	

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

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

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

LRB- RESEARCH AND ANALYSIS SECTION		
PUBLIC SAFETY COMMITTEE	JUNE 25, 2009	ITEM 9, FILE # 090242

File # 090242 is a resolution relative to the application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Case Management Grant from the State of Wisconsin.

Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin Department of Health and Family Services.
2. This is a continuing grant for activities expanding the focus of the Wisconsin Women's Cancer Control Program which began in 2007. The funding proposed for the year beginning July 1, 2009, is \$118,903. This is the same amount as authorized in the current year by Common Council File # 080284.
3. The continuing grant includes funding for activities related to cardiovascular disease, osteoporosis, diabetes, mental illness and domestic violence. These activities have been supported under the Well Women Health Screening Program which was formerly included within the funding mechanism of the "Consolidated Contract with the Department of Health and Family Services," now the Wisconsin Department of Health Services.
4. The screening and other activities funded by this grant complement the activities of the Breast and Cervical Cancer Awareness Program, the Well Woman Program Wise Woman Grant, and the Breast and Cervical Cancer Screening Program.
5. The population focus continues to be upon low-income women, 35-64 years of age, in the City of Milwaukee.

Discussion

1. The period of the grant is July 1, 2009, through June 30, 2010.
2. The proposed grant is budgeted as follows in amounts similar to the current budget period:

3.

Personnel

Public Health Nurse (PR 666)	\$ 41,186
Fringe	16,886

Contractual

Milwaukee Health Services	59,831
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Travel/Training	1,000
------------------------	--------------

TOTAL	\$118,903
--------------	------------------

3. The resolution in File #090242 authorizes the City Comptroller to commit \$118,903 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant

and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

4. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts and to incur costs consistent with the award documents including travel and training.

Fiscal Impact

1. The total amount of this grant is \$118,903, entirely grantor share.
2. No city match is required and there is no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
June 22, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Lisa Phillips
Renee Joos

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: MBCAP Case Management-Well Women Grant

PROJECT/PROGRAM YEAR: 2009-2010

CONTACT PERSON: Lisa Phillips, X8891

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Public Health Nurse (X) (G) (KK) (GG)(LL)	666	41,186			41,186
		TOTAL PERSONNEL COSTS		41,186			41,186
		FRINGE BENEFITS					
		41%		16,886			16,886
		TOTAL FRINGE BENEFITS		16,886			16,886
		SUPPLIES AND MATERIALS					
		Office Supplies					0
		TOTAL SUPPLIES AND MATERIALS		0			0
		SERVICES					
		Travel/training		1,000			1,000
		TOTAL SERVICES		1,000			1,000
		CONTRACTUAL SERVICES					
		Contract with Milwaukee Health Services for Case Management		59,831			59,831
		TOTAL CONTRACTUAL SERVICES		59,831			59,831
		TOTAL COSTS		118,903			118,903

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Health/Family and Community Health Services

Contact Person & Phone No: Lisa Phillips, X8891

Category of Request

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

Previous Council File No. 080284

Previous Council File No.

Project Title: Breast and Cervical Cancer Case Management Grant

Grantor Agency: Wisconsin Department of Health Services

Grant Application Date: June 2009

Anticipated Award Date: July 2009

Please provide the following information:

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

These grant funds will be used to expand the scope of the Wisconsin Women's Cancer Control Program beyond its current focus of breast and cervical cancer screening to include health promotion and risk reduction for osteoporosis, mental illness and domestic violence. This Well Women Health Screening Program will provide screening, diagnostic services and case management to low-income women 35-64 years of age including referral to existing primary care providers.

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

This grant would enable MBCCAP and other programs within the Family and Community Health Services Division to work as a collaborative effort with existing community providers. Additional partnerships with existing community partners will be enhanced and established to assure access to health promotion/risk reduction services.

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

These grant funds are needed to strengthen, enhance and expand our current program and services provided. These services are to include breast and cervical cancer screening.

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

Results will be measured through our client data collection system and the required state reporting mechanism that is specific to this grant.

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

The grant period is July 1, 2009 through June 30, 2010. This grant funds positions and services vital to the daily operation of the breast cancer program.

6. Provide a List of Subgrantees:

N/A

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

June 10, 2009

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

RE: "Title Only" Grant Resolutions

Dear Mr. Owczarski:

This is to provide you with background information on the resolutions that the Health Department would like to be introduced:

2009 Back to School Health Fair - Resolution relative to application, funding and expenditure of the 2009 Back to School Health Fair Grant from the Stark Hospital Foundation.

Breast and Cervical Cancer -Awareness Grant - Resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Case Management Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer – Screening Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Wise Woman Grant - Resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin – Department of Health Services.

Congenital Disorders Grant - Resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin – Division of Health and Family Services.

Ecocultural Grant - Resolution relative to the application, acceptance and funding of the Ecocultural Family Interview Assessment Grant from the University of Wisconsin-School of Medicine and Public Health.

HIV Women's Grant - Resolution relative to application, acceptance and funding of the HIV Women's Grant from the Medical College of Wisconsin.

Lead Poisoning Prevention Grant - Resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Division of Health and Family Services.

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

As always, thank you for your consideration of these “title only” resolutions. The files will be filled as soon as possible for the next Common Council meeting cycle.

Sincerely,

Yvette M. Rowe
Business Operations Manager-Health

Attachment

Finance & Personnel Committee
FILE NUMBER: 090242

NOTICES SENT TO:

[illegible]



Legislation Details (With Text)

File #: 090243 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Grant Analysis Form](#)
[Operating Grant Budget](#)
[Cover Letter](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090243

Version

SUBSTITUTE 1

Reference

Sponsor

The Chair

Title

Substitute resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin - Department of Health Services.

Analysis

This resolution authorizes the Health Department to apply for, accept and fund the Breast and Cervical Cancer Screening Grant project from the State of Wisconsin Department of Health Services in the amount of \$99,450 grantor share. The project will provide screening, diagnostic services, and case management to low-income and under-served women 35-64 years of age.

BODY

Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services to provide screening, diagnostic services, and case management to low-income and under-served women 35-64 years of age; and

Whereas, The operation of this grant project from 07/01/09 to 06/30/10 would cost \$99,450 provided entirely by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant parent of the 2009 Special Revenue-Grant and Aid Projects Fund, the following amounts for the program titled Breast and Cervical Cancer Screening Grant:

Project/Grant	GR0000900000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$99,450

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

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

1. Expend from the amount appropriated sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2009 grant budget funds for training and out-of-town travel by departmental staff; and
3. Enter into subcontracts as specified in the grant budget.

Further Resolved, That the Common Council directs that the 2009 Positions Ordinance C.C. File Number 080522, should be amended as follows:

Under

Health Department

Amend footnote (JJ) as follows:

To expire 6/30/10 unless the Breast and Cervical Cancer Screening Grant, available from the State of Wisconsin Department of Health, is extended.

Requestor

Health Department

Drafter

YMR

06/22/09

BCAP SCREENING 09-10 RES

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 22, 2009

FILE NUMBER: 090243

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution relative to application, funding, and expenditure of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin – Division of Health and Family Services.

B) SUBMITTED BY (Name/title/dept./ext.): Yvette M. Row e, Business Operations Manager, X3997

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$99,450	\$99,450	
TOTALS			\$99,450	\$99,450	

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

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

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

<p align="center">LRB- RESEARCH AND ANALYSIS SECTION</p> <p>PUBLIC SAFETY COMMITTEE JUNE 25, 2009 ITEM 10, FILE # 090243</p>		
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File # 090243 is a resolution relative to the application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Screening Grant from the State of Wisconsin.

Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the Breast and Cervical Cancer Screening Grant from the State of Wisconsin Department of Health Services.
2. This is a continuing grant under the Wisconsin Women's Cancer Control Program. The funding proposed for the year beginning July 1, 2009, is the same as the current grant year funding of \$99,450 authorized by Common Council Resolution File # 080285.
3. The screening and other activities funded by this grant complement the activities of the Breast and Cervical Cancer Awareness Program, The Well Woman Program Wise Woman Grant, and the Breast and Cervical Cancer Case Management Program providing education and motivation to encourage women to take decisive actions to prevent premature death and disability due to breast and cervical cancer and to coordinate care.
4. The focus continues to be upon low-income women, 35-64 years of age in the city of Milwaukee.

Discussion

1. The period of the grant is July 1, 2009 through June 30, 2010.
2. Personnel costs, services, supplies and sub-contracts are budgeted as follows:

Personnel	
Office Assistant II (410)	\$35,049
Fringe	14,370
Supplies and Materials	
Program Supplies	600
Medical Supplies	7,000
Services	
Printing, Copying, Postage	1,500
Telephone	530
Travel, Training, Auto Allowance	1,000
Van Repairs	800
Uniform Allowance	200
Contractual	
X-Ray Equipment/Maintenance Repairs	3,401
Outreach and Education	35,000
TOTAL	\$99,450

3. The resolution in File #090243 authorizes the City Comptroller to commit \$99,450 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

4. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts and incur costs consistent with the award documents including costs of training and travel.

Fiscal Impact

1. The total amount of this grant is \$99,450, entirely grantor share.
2. No city match is required and there is no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
June 22, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Lisa Philipps
Renee Joos

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Health/Family and Community Health Services

Contact Person & Phone No: Lisa Phillips, X8891

Category of Request

☐ **New Grant**

☐ **Grant Continuation**

☐ **Change in Previously Approved Grant**

Previous Council File No. 080285

Previous Council File No.

Project Title: Breast and Cervical Cancer Screening Grant

Grantor Agency: Wisconsin Division of Health and Family Services

Grant Application Date: N/A - Continuing Grant

Anticipated Award Date: July 2009

Please provide the following information:

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

These grant funds will be used to expand the scope of the Wisconsin Women's Cancer Control Program beyond its current focus of breast and cervical cancer screening to include health promotion and risk reduction for osteoporosis, mental illness and domestic violence. This Well Women Health Screening Program will provide screening, diagnostic services and case management to low-income women 35-64 years of age including referral to existing primary care providers.

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

This grant would enable MBCCAP and other programs within the Family and Community Health Services Division to work as a collaborative effort with existing community providers. Additional partnerships with existing community partners will be enhanced and established to assure access to health promotion/risk reduction services.

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

These grant funds are needed to strengthen, enhance and expand our current program and services provided. These services are to include breast and cervical cancer screening.

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

Results will be measured through our client data collection system and the required state reporting mechanism that is specific to this grant.

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

The grant period is July 1, 2009 through June 30, 2010. This grant funds positions and services vital to the daily operation of the breast cancer program.

6. Provide a List of Subgrantees:

N/A

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

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Milwaukee Breast & Cervical Cancer Screening Grant

PROJECT/PROGRAM YEAR: 2009 - 2010

CONTACT PERSON: Lisa Phillips, X8891

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Office Assistant II (JJ) (GG)	410	35,049			35,049
		TOTAL PERSONNEL COSTS		35,049			35,049
		FRINGE BENEFITS					
		41%		14,370			14,370
		TOTAL FRINGE BENEFITS		14,370			14,370
		SUPPLIES AND MATERIALS					
		Program Supplies		600			600
		Medical Supplies		7,000			7,000
		TOTAL SUPPLIES AND MATERIALS		7,600			7,600
		SERVICES					
		Printing and Copying		1,000			1,000
		Travel and Training/Auto Allowance		1,000			1,000
		Telephone		530			530
		Postage		500			500
		Van Repairs		800			800
		Uniform Allowance		200			200
		TOTAL SERVICES		4,030			4,030
		CONTRACTUAL					

		X-Ray Equipment/Maintenance Repairs		3,401			3,401
		Outreach and Education		35,000			35,000
		TOTAL CONTRACTUAL		38,401			38,401
		TOTAL COSTS		99,450	0		99,450

June 10, 2009

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

RE: "Title Only" Grant Resolutions

Dear Mr. Owczarski:

This is to provide you with background information on the resolutions that the Health Department would like to be introduced:

2009 Back to School Health Fair - Resolution relative to application, funding and expenditure of the 2009 Back to School Health Fair Grant from the Stark Hospital Foundation.

Breast and Cervical Cancer -Awareness Grant - Resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Case Management Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer – Screening Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Wise Woman Grant - Resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin – Department of Health Services.

Congenital Disorders Grant - Resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin – Division of Health and Family Services.

Ecocultural Grant - Resolution relative to the application, acceptance and funding of the Ecocultural Family Interview Assessment Grant from the University of Wisconsin-School of Medicine and Public Health.

HIV Women's Grant - Resolution relative to application, acceptance and funding of the HIV Women's Grant from the Medical College of Wisconsin.

Lead Poisoning Prevention Grant - Resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Division of Health and Family Services.

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

As always, thank you for your consideration of these “title only” resolutions. The files will be filled as soon as possible for the next Common Council meeting cycle.

Sincerely,

Yvette M. Rowe
Business Operations Manager-Health

Attachment

Finance & Personnel Committee
FILE NUMBER: 090243

NOTICES SENT TO:

[illegible]



Legislation Details (With Text)

File #: 090244 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Grant Analysis Form](#)
[Operating Grant Budget](#)
[Cover Letter](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090244

Version

SUBSTITUTE 1

Reference

Sponsor

The Chair

Title

Substitute resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin - Department of Health Services.

Analysis

This resolution authorizes the Health Department to apply for, accept and fund the Wisconsin Well Woman Program Wise Woman Pilot Grant project from the State of Wisconsin Department of Health Services in the amount of \$100,000 grantor share. The project will provide screening and lifestyle interventions to women ages 35 - 64 who are eligible for the Wisconsin Well Woman Program (Milwaukee Breast and Cervical Cancer Program).

BODY

Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services to provide screening and lifestyle interventions to low-income and under-served women 35-64 years of age; and

Whereas, The operation of this grant project from 07/01/09 to 06/30/10 would cost \$100,000 provided entirely by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant parent of the 2009 Special Revenue-Grant and Aid Projects Fund, the following amounts for the program titled Wisconsin Well Woman Program Wise Woman Pilot Grant:

Project/Grant	GR0000900000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$100,000

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

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

1. Expend from the amount appropriated sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2009 grant budget funds for training and out-of-town travel by departmental staff; and
3. Enter into subcontracts as specified in the grant budget.

; and, be it

Further Resolved, That the Common Council directs that the 2009 Positions Ordinance C.C. File Number 080522, should be amended as follows:

Under

Health Department

Amend footnote (NN) as follows:

To expire 6/30/10 unless the Wisconsin Well Woman Program Wise Woman Grant, available from the State of Wisconsin Department of Health Services, is extended.

Requestor

Health Department

Drafter

YMR

06-22-09

BCAP-WWWP-Wise Woman 09-10 Res.doc

Clerical correction -- jro -- 06/23/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 22, 2009

FILE NUMBER: 090244

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution relative to application, funding, and expenditure of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin-Department of Health Services.

B) SUBMITTED BY (Name/title/dept./ext.): Yvette M. Row e, Business Operations Manager-Health, X3997

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$100,000	\$100,000	
TOTALS			\$100,000	\$100,000	

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

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

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

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

--

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

LRB-RESEARCH AND ANALYSIS SECTION

PUBLIC SAFETY COMMITTEE

JUNE 25, 2009

ITEM 11, FILE # 090244

File # 090244 is a resolution relating to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the Wisconsin Department of Health Services.

Background

1. The Wisconsin Well Woman Program, sponsored by the Wisconsin Department of Health Services, has provided a series of grants to the Milwaukee Health Department (MHD) which initially focused on providing breast and cervical cancer screening and education. This program has been expanded over the last 2 years to include other women's health services. The program has historically been a part of the Milwaukee Breast and Cervical Cancer Awareness Program (MBCCAP).
2. The proposed grant continues the expansion begun under the pilot program authorized by Common Council Resolution File # 081632 adopted in April, 2009. The program now includes screening and lifestyle interventions that target blood pressure, cholesterol, diet, physical activity, and tobacco cessation.
3. The targeted population will be low-income women 35 to 64 years of age who are enrolled in the Wisconsin Well Woman Program.
4. The program includes collaborations among several other programs within the MHD Family and Community Health Services Division and with existing community health providers, particularly Milwaukee Health Services.

Discussion

1. The proposed grant is for \$100,000, entirely grantor share, for the period July 1, 2009, to June 30, 2010.
2. The grant is budgeted as follows:

Personnel Costs (partial support, 1 Public Health Nurse PR 666)	\$ 25,000
Fringe Benefits (41%)	10,250
Supplies/Services	4,750
Contractual Services (Milwaukee Health Services)	60,000
Total	\$100,000

3. The resolution in File # 090244 authorizes the City Comptroller to commit \$100,000 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
4. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts and leases; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2009.

Fiscal Impact

1. This 100% grantor share award of \$100,000 will have no impact on the tax levy.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
June 22, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Lisa Phillips
Yvette Rowe
Renee Joos

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: **Health Department/Family and Community Services**

Contact Person & Phone No: Lisa Phillips, X8891

Category of Request

☐ New Grant

☒ Grant Continuation

☐ Change in Previously Approved Grant

Previous Council File No. 081632

Previous Council File No.

Project/Program Title: **WWWP-Wise Woman Project Grant**

Grantor Agency: Wisconsin Division of Health Services

Grant Application Date:

Anticipated Award Date: July 1, 2009

Please provide the following information:

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

These grant funds will be used to expand the scope of the Wisconsin Women's Cancer Control Program beyond its current focus of breast and cervical cancer screening to include screening and lifestyle interventions that target blood pressure, cholesterol, diet, physical activity, and tobacco cessation. The WISEWOMAN Program will provide screening, diagnostic services and case management to low-income women 35-64 years of age enrolled in the Wisconsin Well Woman Program.

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

This grant would enable MBCCAP and other programs within the Family and Community Health Services Division to work as a collaborative effort with existing community providers. Additional partnerships with existing community partners will be enhanced and established to assure access to health promotion/risk reduction services.

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

These grant funds are needed to strengthen, enhance and expand our current program and services provided. These services are to include screening and lifestyle interventions to women currently enrolled in the Wisconsin Well Woman Program who are at risk for cardiovascular disease and diabetes.

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

Results will be measured through our client data collection system and the required state reporting mechanism that is specific to this grant.

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

The grant period is July 1, 2009 – June 30, 2010 and this grant funds a position and services vital to the daily operation of the WISEWOMAN program.

6. Provide a List of Subgrantees:

Milwaukee Health Services, Inc.

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

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: WWWP-WISEWOMAN Grant

PROJECT/PROGRAM YEAR: 2009 - 2010

CONTACT PERSON: Lisa Phillips, X8891

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Public Health Nurse (X)(G)(NN)(GG)	666	25,000			25,000
		TOTAL PERSONNEL COSTS		25,000			25,000
		FRINGE BENEFITS					
		41%		10,250			10,250
		TOTAL FRINGE BENEFITS		10,250			10,250
		SUPPLIES AND SERVICES					
							0
		Supplies/Services		4,750			4,750
							0
		TOTAL SUPPLIES AND MATERIALS		4,750			4,750
		CONTRACTUAL SERVICES					
		Contract with Milwaukee Health Services for Case Management		60,000			60,000
		TOTAL CONTRACTUAL SERVICES		60,000			60,000
		TOTAL COSTS		100,000	0	0	100,000

June 10, 2009

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

RE: "Title Only" Grant Resolutions

Dear Mr. Owczarski:

This is to provide you with background information on the resolutions that the Health Department would like to be introduced:

2009 Back to School Health Fair - Resolution relative to application, funding and expenditure of the 2009 Back to School Health Fair Grant from the Stark Hospital Foundation.

Breast and Cervical Cancer -Awareness Grant - Resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Case Management Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer – Screening Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Wise Woman Grant - Resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin – Department of Health Services.

Congenital Disorders Grant - Resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin – Division of Health and Family Services.

Ecocultural Grant - Resolution relative to the application, acceptance and funding of the Ecocultural Family Interview Assessment Grant from the University of Wisconsin-School of Medicine and Public Health.

HIV Women's Grant - Resolution relative to application, acceptance and funding of the HIV Women's Grant from the Medical College of Wisconsin.

Lead Poisoning Prevention Grant - Resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Division of Health and Family Services.

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

As always, thank you for your consideration of these “title only” resolutions. The files will be filled as soon as possible for the next Common Council meeting cycle.

Sincerely,

Yvette M. Rowe
Business Operations Manager-Health

Attachment

Finance & Personnel Committee
FILE NUMBER: 090244

NOTICES SENT TO:

[illegible]



Legislation Details (With Text)

File #: 090245 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin - Department of Health Services.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Operating Grant Budget](#)
[Grant Analysis Form](#)
[Cover Letter](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090245

Version

SUBSTITUTE 1

Reference

Sponsor

The Chair

Title

Substitute resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin - Department of Health Services.

Analysis

This resolution authorizes the Health Department to apply for, accept and fund the Congenital Disorders Program from the State of Wisconsin Department of Health Services in the amount of \$132,735. The purpose of the program is to screen newborns for over 48 rare disorders.

BODY:

Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services to screen newborns for over 48 rare disorders; and

Whereas, The operation of this grant program from 07/01/09 to 06/30/10 would cost \$132,735 entirely provided by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant parent account of the 2009 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled Congenital Disorders Grant:

Project/Grant	GR0000900000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$132,735

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

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

1. Expend from the amount appropriated sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2009 grant budget funds for training and out-of-town travel by departmental staff; and,
3. Enter into subcontracts as detailed in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2009 Positions Ordinance C.C. File Number 080522, should be amended as follows:

Under

HEALTH DEPARTMENT

Amend footnote (O) to read as follows:

To expire 06/30/10 unless the Congenital Disorders Grant is extended. Also partially funds one position of Public Health Nurse.

Requestor

HEALTH DEPARTMENT

Drafter

YMR

06-22-09

CONG DIS 09-10 RES

Clerical corrections -- jro -- 06/23/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 22, 2009

FILE NUMBER: 090245

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution relative to application, funding, and expenditure of the Congenital Disorders Grant from the State of Wisconsin - Department of Health Services

B) SUBMITTED BY (Name/title/dept./ext.): Yvette M. Row e, Business Operations Manager, X3997

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			132,735	132,735	
TOTALS			132,735	132,735	

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

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

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

File # 090245 is a resolution relative to application, acceptance and funding of the Congenital Disorders Grant.

Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the Congenital Disorders program from the State of Wisconsin Department of Health and Family Services.
2. This is a grant continuation most recently authorized by Common Council Resolution File # 080277 for the same amount, \$132,735. MHD has received funding for this program for approximately 20 years.
3. The purpose of this program is to provide screening for all newborn infants in the Milwaukee area for more than 48 rare disorders including hypothyroidism and sickle cell diseases. Approximately 100 infants and families require follow-up annually. The City of Milwaukee has countywide responsibilities under the grant.
4. It is estimated that 90% of the identified cases of sickle cell disease in Wisconsin are persons who live in the Milwaukee area.
5. In addition to screening, project outreach assists families in accessing medical care for medical testing and appropriate continuing care from medical providers. MHD staff participation in this grant includes advocacy and education regarding congenital disorders.
6. The Congenital Disorders program also provides education to clients and medical professionals regarding newborn screenings. Children with positive screens are referred to appropriate medical providers.

Discussion

1. The proposed new grant period is July 1, 2009 through June 30, 2010.
2. The budget for the new grant period provides:

Personnel

1 Public Health Nurse Supervisor (1.0 FTE at SG 07)	\$ 54,589
1 Public Health Nurse (0.75 FTE at PR 666)	38,500

Fringe

41%	38,166
-----	--------

Travel/Training

1,480

TOTAL	\$132,735
--------------	------------------

3. The resolution in File #090245 authorizes the City Comptroller to commit \$132,735 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
4. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts and to incur costs consistent with the award documents including costs of travel and training, and to enter into subcontracts.

Fiscal Effect

1. The total amount of this grant is \$132,735, entirely from the grantor.
2. There is no impact on the tax levy.

Prepared by: Richard L. Withers, X8532
LRB-Research and Analysis Section
June 22, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Jill Paradowski
Linda Schubert-Ross
Renee Joos
Anna Benton

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Congenital Disorders

PROJECT/PROGRAM YEAR: 2009-2010

CONTACT PERSON: Jill Paradowski, X8845

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Public Health Nurse Supervisor	007	54,589			54,589
	1	Public Health Nurse (.75 FTE)	666	38,500			38,500
		TOTAL PERSONNEL COSTS		93,089			93,089
		FRINGE BENEFITS					
		41%		38,166			38,166
		TOTAL FRINGE BENEFITS		38,166			38,166
		SUPPLIES AND MATERIALS					
		Program Supplies					0
		TOTAL SUPPLIES AND MATERIALS		0			0
		SERVICES					
		Travel/training		1,480			1,480
		TOTAL SERVICES		1,480			1,480
		TOTAL COSTS		132,735			132,735

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Health

Contact Person & Phone No: Jill Paradowski, #8845

Category of Request

☐ New Grant

☐ Grant Continuation

☐ Change in Previously Approved Grant

Previous Council File No. 080277

Previous Council File No.

Project/Program Title: Congenital Disorders Grant

Grantor Agency: Wisconsin Department of Health Services

Grant Application Date: Continuing Grant, N/A

Anticipated Award Date: July 1, 2009

Please provide the following information:

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

The overall purpose of the State Newborn Screening Program is to screen every infant born in Wisconsin for 48 rare disorders including hypothyroidism, PKU and hemoglobinopathies (which include sickle cell disease) along with many other disorders recommended by the National Committee for Newborn Screening. The State Newborn Screening program uses the newest technology to identify newborns with these rare diseases.

Ninety percent of the identified cases of sickling disease live in the Milwaukee area. While infants are often covered by insurance, accessing and obtaining proper medical care is often difficult for families. MHD's role is to work with any infant in Milwaukee County who requires repeat screening, and ensure they receive appropriate care. The major activity of this grant is to assist families in accessing medical care for follow-up tests, assuring appropriate medical follow-up for affected infants, and establishing a medical home for ongoing care. In addition, this program provides education to clients and professionals about newborn screening and repeat testing. This project also assures that each client family has a medical home for their infant and has access for resources for insurance.

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

This program helps to improve the health of children, reduce infant mortality and insure that all children entering school are physically and mentally capable of satisfactory education achievement. All of these are departmental objectives and assist in attaining the City-wide objective of making Milwaukee a city of healthy citizens with educational opportunities.

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

This grant funds one Public Health Nurse Supervisor, and 75% of one Public Health Nurse.

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

Under the grant, MHD follows up with approximately 100 babies per year. A list of all infants who required intervention by MHD is submitted to the funder at the end of every grant year. MHD also tracks the number of infants who have health insurance, receive screening and have a healthcare provider.

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

The grant period is July 1, 2009 through June 30, 2010. Without this funding the program will not continue.

6. Provide a List of Subgrantees:

N/A

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

June 10, 2009

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

RE: "Title Only" Grant Resolutions

Dear Mr. Owczarski:

This is to provide you with background information on the resolutions that the Health Department would like to be introduced:

2009 Back to School Health Fair - Resolution relative to application, funding and expenditure of the 2009 Back to School Health Fair Grant from the Stark Hospital Foundation.

Breast and Cervical Cancer -Awareness Grant - Resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Case Management Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer – Screening Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Wise Woman Grant - Resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin – Department of Health Services.

Congenital Disorders Grant - Resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin – Division of Health and Family Services.

Ecocultural Grant - Resolution relative to the application, acceptance and funding of the Ecocultural Family Interview Assessment Grant from the University of Wisconsin-School of Medicine and Public Health.

HIV Women's Grant - Resolution relative to application, acceptance and funding of the HIV Women's Grant from the Medical College of Wisconsin.

Lead Poisoning Prevention Grant - Resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Division of Health and Family Services.

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

As always, thank you for your consideration of these “title only” resolutions. The files will be filled as soon as possible for the next Common Council meeting cycle.

Sincerely,

Yvette M. Rowe
Business Operations Manager-Health

Attachment

Finance & Personnel Committee
FILE NUMBER: 090245

NOTICES SENT TO:

[illegible]



Legislation Details (With Text)

File #: 090248 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control of:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Department of Health Services.

Sponsors: THE CHAIR

Indexes: HEALTH CARE, HEALTH DEPARTMENT, LEAD ABATEMENT, STATE GRANTS

Attachments: [Fiscal Note](#)
[Fiscal Analysis](#)
[Grant Analysis Form](#)
[Operating Budget](#)
[Cover Letter](#)
[Hearing Notice List](#)

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC SAFETY COMMITTEE	HEARING NOTICES SENT		
6/25/2009	1	PUBLIC SAFETY COMMITTEE	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	Pass	4:0
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/25/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090248

Version

SUBSTITUTE 1

Reference

Sponsor

The Chair

Title

Substitute resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Department of Health Services.

Analysis

This resolution authorizes the Health Department to apply for, accept and fund a Childhood Lead Poisoning Prevention Grant project from the Center for Disease Control through the State of Wisconsin Department of Health Services in the amount of \$922,706. The purpose of the project is to support comprehensive and coordinated service delivery to lead-poisoned children.

BODY

Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services for comprehensive and coordinated service delivery to lead-poisoned children; and

Whereas, The operation of this grant project from 07/01/09 to 06/30/10 would cost \$922,706 of which \$294,585 (32%) would be provided by the city and \$628,121 (68%) would be provided by the grantor; now, therefore, be it

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

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects fund, the following amount for the project titled Childhood Lead Poisoning Prevention Grant:

Project/Grant	GR0000900000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Subclass	R999
Account	000600
Project	Grantor Share
Amount	\$628,121

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

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

1. Expend from the amount appropriated sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2009 grant budget funds for specific items of equipment;
3. Expend from the 2009 grant budget funds for training and out-of-town travel for departmental staff.
4. Enter into subcontracts as specified in the grant budget.

; and, be it

Further Resolved, That the Common Council directs that the 2008 Positions Ordinance C.C. File Number 08052 should be amended as follows:

Under

HEALTH DEPARTMENT

Amend footnote (W) to read as follows:

To expire 06/30/10 unless the Childhood Lead Poisoning Prevention Grant is extended. Also partially funds one position of Home Environmental Health Manager.

Requestor

HEALTH DEPARTMENT

Drafter

YMR

06-22-09

LEAD PREV 09-10 RES

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 22, 2009

FILE NUMBER: 090248

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution relative to application, funding, and expenditure of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Department of Health Services.

B) SUBMITTED BY (Name/title/dept./ext.): Yvette M. Row e, Business Operations Manager, X3997

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$922,706	\$628,121	
TOTALS			\$922,706	\$628,121	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THEAPPROPRIATE 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:

Expenditures above include the amount of \$294,585 of city share.

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

LRB-FISCAL REVIEW SECTION ANALYSIS

PUBLIC SAFETY COMMITTEE

JUNE 25, 2009

ITEM 13, FILE # 090248

File # 090248 is a resolution relating to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Department of Health Services.

Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to accept and fund a Childhood Lead Poisoning Prevention Grant project from the Centers for Disease Control through the State of Wisconsin Department of Health and Family Services.
2. MHD has set the strategic goal of eliminating lead poisoning by 2010.
3. This is a continuing grant, previously authorized by Common Council Resolution File # 080280.
4. The purpose of this grant project is to support comprehensive and coordinated service delivery to lead-poisoned children and their families and to advance primary prevention initiatives.
5. Services funded through this grant include:
 - Screening
 - Laboratory analysis
 - Nursing case management
 - Environmental inspections
 - Community health education
 - Program management

Discussion

1. The proposed grant period is July 1, 2009 through June 30, 2010.
2. The total of this grant is \$922,706 including \$628,121 (68%) grantor share and \$294,585 (32%) City share. These amounts have already been contemplated within the 2009 budget.
3. The proposed grant supports 10 existing MHD positions for as follows:

	City Share	Total
1 Home Environmental Health Manager SG 09	\$ 21,514	\$ 53,962
1 Environmental Health Field Supervisor, SG 06		62,775
3 Lead Risk Assessors II, PR 541		95,555
1 Office Assistant III, PR 425		38,473
1 Health Services Assistant , PR 425		38,472
1 Program Assistant II, PR 530		46,273
1 Lead Program Information Specialist, PR 558		58,796
1 Public Health Educator II, PR 593		55,142
Total Salary/Pay	\$ 21,514	\$449,449

4. Other budgeted items include Fringe Benefits (41%) totaling \$184,274 (\$8,821 City Share), Office and Program Supplies at \$1,000, printing at \$2,000, telephones at \$2,100, auto allowance at \$14,000, Laboratory Services at \$2,333, and Uniform Allowance at \$300.
5. An additional cash match is provided by the City in the proposed budget in the amount of \$143,450 which is entirely from another grant, The Lead Detection – Consolidated Contract.
6. An additional City share match of \$120,800 for indirect costs is included in budget calculations.
7. The resolution in File #090248 authorizes the City Comptroller to commit \$628,121 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.
8. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts, to incur costs consistent with the award documents including costs of travel and training, and to enter into contacts.

Fiscal Impact

1. The proposed grant will not have an impact on the tax levy. Grantor funds and City match have been contemplated within the 2009 City Budget.

Prepared by: Richard L. Withers, Ext 8532
LRB-Research and Analysis Section
June 22, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Mat Wolters
Renee Joos

GRANT ANALYSIS FORM

OPERATING & CAPITAL GRANT PROJECT/S PROGRAMS

Department/Division: Health/Home Environmental Health

Contact Person & Phone No: Mat Wolters, #5448

Category of Request

☐ New Grant

☐ Grant Continuation

Previous Council File No. 080280

☐ Change in Previously Approved Grant

Previous Council File No.

Project/Program Title: Lead Poisoning Prevention Grant

Grantor Agency: Centers for Disease Control (CDC) through the State of Wisconsin Department of Health Services (WI DHS)

Grant Application Date: Due to WI DHS 02/09; WI DHS submitted to CDC March 2009

Anticipated Award Date: June, 2009

Please provide the following information:

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

This grant continues to support comprehensive and coordinated services to lead-poisoned children and their families. Services include blood lead testing, laboratory analysis, nursing care management, environmental inspections, community health education, data management and program management. The goal of these services is to identify lead poisoned children, provide services that minimize the damaging effects of further exposure to lead-based paint hazards and prevent exposure to children who are not yet poisoned.

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

Childhood lead poisoning prevention is a major initiative within the City of Milwaukee Health Department's Home Environmental Health area. The City of Milwaukee Health Department set the strategic goal of eliminating lead poisoning by 2010.

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

Although progress is being made, the scope of the childhood lead poisoning problem in Milwaukee remains greater than national averages. Funding from the CDC will continue to be combined with allocations from the State and City to provide comprehensive and coordinated services to lead poisoned children and their families.

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

Detailed program objectives with evaluation components are provided for five strategic areas within the grant application. Results are measured by monitoring services delivered and evaluating outcomes such as reductions in blood lead levels and decreases in the number of children newly identified as lead poisoned.

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

The grant year is July 1, 2009 through June 30, 2010. It is anticipated this grant will be renewable for an additional year, however, the WI DHS provides allocations on an annual basis. If this funding is not received, several positions will be eliminated and the ability of the Health Department to provide needed services to lead poisoned children will be greatly diminished. A loss in funding will also compromise the City's ability to advance primary prevention, which builds upon these services.

6. Provide a List of Sub grantees:

Not applicable

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

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Childhood Lead Poisoning Prevention Grant
 CONTACT PERSON: Mat Wolters, X5448

PROJECT/PROGRAM YEAR: 2009-2010

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Home Environmental Health Manager (X)(Y)(W)	009	32,448		21,514	53,962
	1	Environmental Health Field Supr. (X)(Y)(W)	006	62,775			62,775
	3	Lead Risk Assessor II (X)(W)(QQ)	541	95,555			95,555
	1	Office Assistant III (W)	425	38,473			38,473
	1	Health Services Assistant II (X)(W)(PP)	425	38,473			38,473
	1	Program Assistant II (W)	530	46,273			46,273
	1	Lead Program Information Specialist (W)	558	58,796			58,796
	1	Public Health Educator II (X)(W)	593	55,142			55,142
		TOTAL PERSONNEL COSTS		427,935	0	21,514	449,449
		FRINGE BENEFITS					
		41%		175,453		8,821	184,274
		TOTAL FRINGE BENEFITS		175,453	0	8,821	184,274
		SUPPLIES AND MATERIALS					
		Office Supplies		1,000			1,000
		Program Supplies		3,000			3,000
		TOTAL SUPPLIES AND MATERIALS		4,000	0	0	4,000
		SERVICES					
		Printing		2,000			2,000
		Telephones		2,100			2,100

		Auto Allowance		14,000			14,000
		Laboratory Service		2,333			2,333
		Uniform Allowance		300			300
		TOTAL SERVICES		20,733	0	0	20,733
		MHD MATCH (Lead Detection - Consolidated Contract)		0	0	143,450	143,450
		INDIRECT MATCH		0	0	120,800	120,800
		TOTAL COSTS		628,121	0	294,585	922,706

Title	Name	Pay
Office Assistant III (W)	Rose Binder	\$35,296.00
Health Services Assistant II (X)(W)	Naomi Jenkins	\$35,296.00
Program Assistant II (W)	Pat Wilson	\$42,452.00
Lead Program Information Specialist (W)	Bob Colla	\$53,941.00
Public Health Educator II (X)(W)	Jeff Propp	\$50,589.00

		July 2009 through Feb 2010
Lead Risk Assessor II (90%)(X)(W)	Brandon Stinson	\$15,666.67
	Diana Lopez	\$32,704.00
	Mel Dogan	\$16,507.33

Estimated Increase	Total
\$3,176.64	\$38,472.64
\$3,176.64	\$38,472.64
\$3,820.68	\$46,272.68
\$4,854.69	\$58,795.69
\$4,553.01	\$55,142.01

Feb 2010 through June 2010	Estimated Increase	Total
\$3,133.33	\$1,692.00	\$20,492.00
\$16,352.00	\$4,415.04	\$53,471.04
\$3,301.47	\$1,782.79	\$21,591.59
		\$95,554.63

June 10, 2009

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

RE: "Title Only" Grant Resolutions

Dear Mr. Owczarski:

This is to provide you with background information on the resolutions that the Health Department would like to be introduced:

2009 Back to School Health Fair - Resolution relative to application, funding and expenditure of the 2009 Back to School Health Fair Grant from the Stark Hospital Foundation.

Breast and Cervical Cancer -Awareness Grant - Resolution relative to application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Awareness Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Case Management Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Case Management Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer – Screening Grant - Resolution relative to application, acceptance and funding of the Breast and Cervical Cancer Screening Grant from the State of Wisconsin – Division of Health and Family Services.

Breast and Cervical Cancer –Wise Woman Grant - Resolution relative to application, acceptance and funding of the Wisconsin Well Woman Program Wise Woman Grant from the State of Wisconsin – Department of Health Services.

Congenital Disorders Grant - Resolution relative to application, acceptance and funding of the Congenital Disorders Grant from the State of Wisconsin – Division of Health and Family Services.

Ecocultural Grant - Resolution relative to the application, acceptance and funding of the Ecocultural Family Interview Assessment Grant from the University of Wisconsin-School of Medicine and Public Health.

HIV Women's Grant - Resolution relative to application, acceptance and funding of the HIV Women's Grant from the Medical College of Wisconsin.

Lead Poisoning Prevention Grant - Resolution relative to application, acceptance and funding of the Childhood Lead Poisoning Prevention Grant from the State of Wisconsin Division of Health and Family Services.

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

As always, thank you for your consideration of these “title only” resolutions. The files will be filled as soon as possible for the next Common Council meeting cycle.

Sincerely,

Yvette M. Rowe
Business Operations Manager-Health

Attachment

Finance & Personnel Committee
FILE NUMBER: 090248

NOTICES SENT TO:

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090051

File ID: 090051

Type: Ordinance

Status: In Committee

Version: 1

Reference: 080521

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester:

Cost:

File Created: 05/05/2009

File Name:

Final Action:

Title: A substitute ordinance to further amend the 2009 rates of pay of offices and positions in the City Service.

Notes: See files 070017, 070023 and 090227 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	05/05/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	06/25/2009	HEARING NOTICES SENT		07/01/2009		
1	CITY CLERK	06/26/2009	DRAFT SUBMITTED				
	Action Text:	This Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	07/01/2009					

Text of Legislative File 090051

..Number
090051
..Version
Substitute 1
..Reference

080522

..Sponsor

THE CHAIR

..Title

A substitute ordinance to further amend the 2009 rates of pay of offices and positions in the City Service.

..Analysis

This substitute ordinance changes the rates of pay in the following departments:

Milwaukee Building and Construction Trades Council and Local 494, IBEW, Electrical Group and Health Department

..Body

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

Part 1. Section 2 of ordinance File Number 080521 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Salary Grade 006, add the title "Lead Grant Monitor."

Part 2. Section 25 of ordinance File Number 080521 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 12, 2007 (June 3, 2007):

Under Pay Ranges 974, 975 and 978, delete the hourly rates of pay shown and substitute in lieu thereof the following official hourly rates of pay:

Pay Range 974

Official Rate-Hourly

\$17.75	18.95	20.45	21.96
---------	-------	-------	-------

Pay Range 975

Official Rate-Hourly

\$14.29	17.15	21.43	25.72
---------	-------	-------	-------

Pay Range 978

Official Rate-Hourly

\$28.58

Part 3. Section 25 of ordinance File Number 080522 relative to offices and positions in the City Service is hereby amended as follows (Effective Pay Period 12, 2008 (June 1, 2008):

Under Pay Ranges 974, 975 and 978, delete the hourly rates of pay shown and substitute in lieu thereof the following official hourly rates of pay:

Pay Range 974

Official Rate-Hourly

\$18.37	19.62	21.18	22.73
---------	-------	-------	-------

Pay Range 975

Official Rate-Hourly

\$14.79	17.75	22.19	26.59
---------	-------	-------	-------

Under Pay Range 978

Official Rate-Hourly

\$29.58

Part 4. Section 25 of ordinance File Number 080521 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):

Under Pay Ranges 974, 975 and 978, delete the hourly rates of pay shown 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
---------	-------	-------	-------

Pay Range 975

Official Rate-Hourly

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

Pay Range 978

Official Rate-Hourly

\$29.55

Part 5. Section 26 of ordinance File Number 080521 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 16, 2007 (July, 29 2007):

Under Pay Ranges 981 and 993, delete the hourly rates of pay shown and substitute in lieu thereof the following official hourly rates of pay:

Pay Range 981

Official Rate-Hourly

\$24.50

Pay Range 982

Official Rate-Hourly

\$25.62

Pay Range 983

Official Rate-Hourly

\$24.88

Pay Range 984

Official Rate-Hourly

\$25.21

Pay Range 985

Official Rate-Hourly

\$27.26

Pay Range 986

Official Rate-Hourly

\$26.14

Pay Range 987

Official Rate-Hourly

\$25.39

Pay Range 988

Official Rate-Hourly
\$27.97

Pay Range 989
Official Rate-Hourly
\$30.02

Pay Range 990
Official Rate-Hourly
\$27.51

Pay Range 991
Official Rate-Hourly
\$28.90

Pay Range 992
Official Rate-Hourly
\$29.41

Pay Range 993
Official Rate-Hourly
\$27.52

Part 6. Section 26 of ordinance File Number 080521 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 16, 2008 (July, 27 2008):

Under Pay Ranges 981 and 993, delete the hourly rates of pay shown and substitute in lieu thereof the following official hourly rates of pay:

Pay Range 981
Official Rate-Hourly
\$25.76

Pay Range 982
Official Rate-Hourly
\$26.59

Pay Range 983
Official Rate-Hourly
\$26.14

Pay Range 984
Official Rate-Hourly
\$26.48

Pay Range 985
Official Rate-Hourly
\$28.66

Pay Range 986
Official Rate-Hourly
\$27.19

Pay Range 987
Official Rate-Hourly
\$26.66

Pay Range 988
Official Rate-Hourly
\$29.38

Pay Range 989
Official Rate-Hourly
\$31.07

Pay Range 990
Official Rate-Hourly
\$28.56

Pay Range 991
Official Rate-Hourly
\$30.09

Pay Range 992
Official Rate-Hourly
\$30.46

Pay Range 993
Official Rate-Hourly
\$28.64

Part 7. Section 26 of ordinance File Number 080521 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 16, 2009 (July, 26 2009):

Under Pay Ranges 981 and 993, delete the hourly rates of pay shown and substitute in lieu thereof the following official hourly rates of pay:

Pay Range 981
Official Rate-Hourly
\$26.43

Pay Range 982
Official Rate-Hourly
\$27.46

Pay Range 983
Official Rate-Hourly
\$26.81

Pay Range 984
Official Rate-Hourly
\$27.14

Pay Range 985
Official Rate-Hourly
\$29.42

Pay Range 986
Official Rate-Hourly
\$27.85

Pay Range 987
Official Rate-Hourly

\$27.32

Pay Range 988
Official Rate-Hourly
\$30.13

Pay Range 989
Official Rate-Hourly
\$32.85

Pay Range 990
Official Rate-Hourly
\$28.98

Pay Range 991
Official Rate-Hourly
\$30.84

Pay Range 992
Official Rate-Hourly
\$30.88

Pay Range 993
Official Rate-Hourly
\$29.35

Part 8. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 9. The provisions of Part 2 of this ordinance are deemed to have been in force and effect from and after Pay Period 12, 2007 (June 3, 2007).

The provisions of Part 5 of this ordinance are deemed to have been in force and effect from and after Pay Period 16, 2007 (July 29, 2007).

The provisions of Part 3 of this ordinance are deemed to have been in force and effect from and after Pay Period 12, 2008 (June 1, 2008).

The provisions of Part 6 of this ordinance are deemed to have been in force and effect from and after Pay Period 16, 2008 (July 27, 2008).

The provisions of Part 4 of this ordinance are deemed to be in force and effect from and after Pay Period 12, 2009 (May 31, 2009).

The provisions of Part 7 of this ordinance are deemed to be in force and effect from and after Pay Period 16, 2009 (July 26, 2009).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after the first day of the first pay period following passage and publication.

Part 10. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter
City Clerk's Office
TJM
6/25/09



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090101

File ID: 090101

Type: Ordinance

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester:

Cost:

File Created: 05/15/2009

File Name:

Final Action:

Title: A substitute ordinance to further amend the 2009 offices and positions in the City Service.

Notes:

Code Sections:

Indexes: POSITIONS 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	05/15/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text: This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	06/25/2009	HEARING NOTICES SENT		07/01/2009		
1	CITY CLERK	06/26/2009	DRAFT SUBMITTED				
	Action Text: This Ordinance was DRAFT SUBMITTED						
0	FINANCE & PERSONNEL COMMITTEE	07/01/2009					

Text of Legislative File 090101

..Number
090101
..Version
Substitute 1
..Reference

080522

..Sponsor

THE CHAIR

..Title

A substitute ordinance to further amend the 2009 offices and positions in the City Service.

..Analysis

This substitute ordinance changes positions in the following departments:

Health Department and Department of Neighborhood Services

..Body

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

Part 1. Section 1 of ordinance File Number 080522 relative to offices and positions in the City Service is hereby amended as follows:

Under "Health Department, Disease Control and Environmental Health Services Division, Home Environmental Health", add one position of "Lead Grant Monitor"; under "Laboratory Services Division, Chemical Division", add one position of "Chemist II"; under "Family and Community Health Services Division, Medical Assistance Outreach Program", add five positions of "Health Access Assistant II (X) (MMM)"; amend footnote "(O)" to read as follows: "To expire 06/30/10 unless the Congenital Disorders Grant is extended. Also partially funds one position of Public Health Nurse", amend footnote "(U)" as follows: "To expire 6/30/10 unless the Milwaukee Breast and Cervical Cancer Awareness Grant, available from the State of Wisconsin Department of Health Services, is extended", amend footnote "(W)" to read as follows: "To expire 06/30/10 unless the Childhood Lead Poisoning Prevention Grant is extended. Also partially funds one position of Home Environmental Health Manager", amend footnote "(JJ)" as follows: "To expire 6/30/10 unless the Breast and Cervical Cancer Screening Grant, available from the State of Wisconsin Department of Health, is extended", amend footnote "(LL)" to read as follows: "To expire 6/30/10 unless the Breast and Cervical Cancer Case Management Grant, available from the State of Wisconsin Department of Health Services, is extended", amend footnote "(NN)" to read as follows: "To expire 6/30/10 unless the Wisconsin Well Woman Program Wise Woman Grant, available from the State of Wisconsin Department of Health Services, is extended."

Under "Department of Neighborhood Services", add one position of "Building Codes Enforcement Supervisor (X)" and two positions of "Code Enforcement Inspector I."

Part 2. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 3. The provisions of this ordinance are deemed to be in force and effect from and after the first day of the first pay period following passage and publication.

Part 4. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter

City Clerk's Office

TJM

6/25/09

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.